CITY COUNCIL
REGULAR MEETING AGENDA

Tuesday, April 21, 2026
7:00 PM

City Council Chamber
200 Old Bernal Avenue
Pleasanton, CA 94566

The meeting will be held in-person, broadcast live on Channel 29 and streamed live for viewing at the following links TV30 https://www.tri-valleytv.org, the City's website in the Meetings portal (a red dot will indicate a live meeting) https://www.cityofpleasantonca.gov/, and the City's YouTube channel: https://www.youtube.com/user/TheCityofPleasanton.

Public participation: It is requested that members of the public wishing to address the City Council submit a speaker card. When public comment is opened on an agenda item, individuals may speak once per agenda item.

To submit written public comment regarding an open session item on this meeting agenda visit https://forms.cityofpleasantonca.gov/f/writtenpubliccomment. Comments will be accepted by the City Clerk's Office until 12:00 p.m. on the day of the Council meeting.

In Person at Council Chamber:

- Submit a physical speaker card to the City Clerk at the meeting. When your name is called, please provide comment at the podium.

CALL TO ORDER

- Welcome and Pledge of Allegiance - Cm. Gaidos
- Roll Call

Resolution No. 2026-015
Ordinance No. 2304

AGENDA AMENDMENTS

CONSENT CALENDAR

Items listed on the consent calendar are considered routine in nature and may be enacted by one motion. If discussion is required, that particular item will be removed from the consent calendar and will be considered separately.

City Attorney

1. Authorize the City Manager to enter into an Amended and Restated Fee Collection Agreement with Alameda County Flood Control and Water Conservation District, Zone 7

City Manager

2. Approve meeting minutes of March 3, 2026 and March 17, 2026

Community and Economic Development

3. Adopt a resolution to approve the Altamont Settlement Agreement Education Advisory Board's $617,625 Expenditure Plan for Fiscal Year 2026/2027

4. Adopt a resolution authorizing (1) continued participation of the City of Pleasanton in the Alameda County HOME Consortium and (2) execution of the necessary documents to maintain eligibility of the consortium for HOME program funds in accordance with the National Affordable Housing Act of 1990

5. Adopt a resolution approving the 10-year Alameda County Transportation Commission Master Programs Funding Agreement for Measure BB and Vehicle Registration Fees and the one-year Master Programs Funding Agreement for Measure B, and authorize the City Manager to execute the agreements

Finance

6. Accept the monthly disbursements and investment report for February 2026

Fire

7. Public Hearing: Receive any protests and adopt a resolution to approve the 2026 Weed Abatement Program and authorize the abatement of weeds, rubbish, dirt, or refuse upon or in front of certain described properties within the city of Pleasanton

Library and Recreation

8. Public Hearing: Adopt a resolution updating the Master Fee Schedule Section VIII. Recreation, B. Field Rental Fees, and F. Miscellaneous Recreation Fees

9. Adopt a resolution authorizing the application to the State of California Library Literacy Services Grant in the amount of $42,856 for fiscal year 2026/27 and authorizing the City Manager to accept and allocate the funds

Police

10. (1) Receive the annual Military Equipment Use Report for 2025; (2) introduce an ordinance amending Ordinance No. 2238 to amend the Pleasanton Police Department's Military Equipment Use Policy to add equipment to the Policy's Military Equipment Inventory; and (3) adopt a resolution accepting the annual Military Equipment Use Report for 2025 determining that the City's use of military equipment in 2025 complied with the standards of approval and renewing the Military Equipment Use Policy

Public Works

11. Authorize the City Manager to enter into a Subdivision Improvement Agreement with KL LB PROPCO IV-C LLC for Tract 8724 and adopt a Resolution of Summary Vacation for Excess Public Right of Way located on the east side of Thiessen Street

12. Authorize the City Manager to enter into the third amendment to the professional services agreement with Carollo Engineers for disinfection byproduct mitigation services in the Kilkare service area, increasing compensation by $75,000 for a revised not-to-exceed amount of $1,074,750, and approve a budget amendment in the Water Capital Fund

13. Authorize the City Manager to enter into an Energy Services Agreement with Climatec for Comprehensive Facility Improvements: Energy Efficiency and Resilience to develop an Energy Infrastructure Modernization Program

14. Authorize the City Manager to enter into a Maintenance and Trade Services Agreement with Advanced Lighting Services, Inc. for light pole testing and replacement services, in a total not-to-exceed amount of $2,175,000 for the remainder of fiscal year (FY) 2025/26 through FY 2028/29, with the option for two additional one-year extensions

15. Authorize the City Manager to enter into a Maintenance and Trade Services Agreement with Tri-Signal Integration, Inc. for fire alarm maintenance, monitoring, inspection/testing, and repair services, in a total not-to-exceed amount of $440,000 for the remainder of fiscal year (FY) 2025/26 through FY 2028/29, with the option for two additional one-year extensions

16. Authorize the City Manager to enter into the first amendment to the professional services agreement with Carlson Management, Inc. for staff augmentation and construction management services for an additional $187,500, revising the total not-to-exceed amount to $470,000, and extending the term of the agreement through December 2026

17. Approve plans and specifications; authorize an agreement with the Alameda County Fire Department for fuel management services for a not-to-exceed amount of $600,000; approve a Third Amendment with Sequoia Ecological Consulting, Inc. for $87,470, and extend the term to provide additional environmental services through construction; and adopt a resolution adopting the project-specific analysis and addendum to the California Vegetation Treatment Program Programmatic Environmental Impact Report for the Augustin Bernal Fuel Management (CIP No. 25783)

MEETING OPEN TO THE PUBLIC

18. Presentation of a proclamation declaring April 19-25, 2026 as National Crime Victims' Awareness Week

19. Presentation of a proclamation declaring April 2026 American Muslim Appreciation and Awareness Month

20. Presentation of a proclamation declaring April 2026 Arts, Culture and Creativity Month

21. Presentation of a proclamation declaring April 2026 Fair Housing Month

22. Public Comment regarding items not listed on the agenda – Speakers are limited to 3 minutes.

PUBLIC HEARINGS AND OTHER MATTERS
If necessary to ensure completion of the following items, the Mayor may alter time limits.

23. Receive an update on the Groundwater Supply Project and approve joint Project implementation with Zone 7 Water Agency

24. Consider an appeal and adopt a resolution upholding the Zoning Administrator's denial of a Minor Planned Unit Development Modification request to reduce the required street-side yard setback from 20 feet to eight feet to accommodate a detached accessory structure at 1011 Vista Oaks Court (PUD-25-02M)

25. Introduce an ordinance amending Chapter 18.110 of the Pleasanton Municipal Code, adopt a resolution adopting new polices related to applications for wireless facilities (macro towers, small cells, and modifications to existing facilities), and adopt a resolution updating the Master Fee Schedule by adding wireless application fees

MATTERS INITIATED BY COUNCIL

COUNCIL REPORTS
Brief reports on conferences, seminars, and meetings attended by the Council

CITY MANAGER UPDATES

ADJOURNMENT

Notice

Under Government Code §54957.5, any writings/documents regarding an open session item on this agenda and items received by the City Clerk's Office by 12:00 p.m. on the day of the meeting provided to a majority of the City Council after distribution of the agenda packet will be available for public inspection on the City's website https://www.cityofpleasantonca.gov/ and also at the Pleasanton Library located at 400 Old Bernal Ave., Pleasanton, CA 94566.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders, which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure § 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code §65009, to raising only those issues you or someone

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else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

Accessible Public Meetings

The City of Pleasanton can provide special assistance for persons with disabilities to participate in public meetings. To make a request for a disability-related modification or accommodation (e.g., an assistive listening device), please contact the City Clerk's Office at 123 Main Street, Pleasanton, CA 94566 or (925) 931-5027 at the earliest possible time. If you need translation or interpretation assistance, please provide at least two working days' notice prior to the meeting date.

CITY COUNCIL AGENDA REPORT

April 21, 2026
City Attorney

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDED AND RESTATED FEE COLLECTION AGREEMENT WITH ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

SUMMARY

The City has an existing Agreement with Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) to collect Zone 7's connection fees. This Amended and Restated Agreement updates the existing Agreement and clarifies the parties' responsibilities.

RECOMMENDATION

Authorize the City Manager to enter into an Amended and Restated Fee Collection Agreement with Alameda County Flood Control and Water Conservation District, Zone 7

BACKGROUND

The City has an existing Agreement with Zone 7 to collect Zone 7's connection fees. On July 17, 2025, the City and Zone 7 entered into a Mutual Waiver and Release Agreement (Settlement Agreement), which resolved litigation between the parties. As part of the Settlement Agreement, the parties agreed to enter into an updated fee collection agreement.

DISCUSSION

The Amended and Restated Fee Collection Agreement (Amended Agreement) restates in its entirety the City's existing agreement with Zone 7. Under the Amended Agreement, the City agrees to collect and remit to Zone 7 the appropriate Zone 7 connection fee when the City issues a building permit or use permit for construction or for an improvement requiring a new water connection. In exchange, the City will be reimbursed one percent of the connection fee collected.

EQUITY AND SUSTAINABILITY

Not applicable, as this item is a routine administrative matter of City business.

OUTREACH

No outreach was conducted, as this item is a routine administrative matter of City business.

STRATEGIC PLAN ALIGNMENT

This item advances the ONE Pleasanton strategic plan goal of *Investing in Our Environment* to continue to support the City's water system.

FISCAL IMPACT

The approval of this item will have not a direct fiscal impact on the City.

Prepared by:	Submitted by:	Approved by:
Dan Sodergren, City Attorney	Dan Sodergren, City Attorney	Gerry Beaudin, City Manager

Attachments:

1. Amended and Restated Collection Fee Agreement

Amended and Restated
Fee Collection Agreement

This agreement (the "Agreement"), made and entered into this ___day of _____ 2026, by and between the Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") and the City of Pleasanton (the "City"), each a "party" and together, the "parties."

1. Recitals.

1.1. Zone 7 has, under the provisions of its Act, adopted Ordinance No. 72-1 establishing a connection fee for all new connections to its water supply system (the "Connection Fee").

1.2. Ordinance 72-1 directs that Connection Fees are to be collected by the City Building Official prior to the issuance of a building permit or use permit for new water connections located within the City when the City and Zone 7 enter into a fee collection agreement. A true and correct copy of Ordinance 72-1 is attached hereto as Exhibit A and is incorporated herein by reference.

1.3. Consistent with that requirement, the parties previously entered into a Fee Collection Agreement dated June 13, 1972 (the "Prior Agreement") whereby, in exchange for Zone 7's reimbursement of expenses incurred, the City agreed to collect the Connection Fee whenever the City issued a building permit or use permit for construction or improvement of properties for which a new water connection would be required.

1.4. The parties now desire to amend and restate the Prior Agreement in its entirety to update and clarify it.

In consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

2. Fee Collection.

2.1. When the City issues a building permit or use permit for construction or for an improvement requiring a new water connection, the City agrees to collect the appropriate Connection Fee in the amount set by Zone 7 in its Connection Fee Schedule. For meters of sizes, types, or specifications not listed in the Connection Fee Schedule, the City will contact Zone 7 directly to confirm the appropriate calculation.

2.2. Zone 7 shall provide reasonable notice to the City when Zone 7 increases or otherwise changes the Connection Fee Schedule. Pursuant to this provision, "reasonable notice" shall mean at least 30 days' notice to the City before the effective date of any such change.

3. Fee Determinations.

3.1. Zone 7 has sole authority to set the Connection Fee schedule pursuant to Ordinance 72-1.

3.2. The City is responsible for applying the appropriate Connection Fee to new or upgraded connections within the City, and remitting that fee (less a 1% reimbursement pursuant to Section 4) to Zone 7.

4. Expense Reimbursement.

4.1. The City shall retain 1% of the Connection Fee it collects as reimbursement for the expenses incurred in the collection of fees under this agreement. The City agrees that this retention shall be the final and conclusive costs to Zone 7 for all services rendered in that fee collection.

5. Reporting Obligations.

5.1. The City agrees to report to Zone 7 the information required by the Updated Monthly Reporting Form, attached hereto as Exhibit B, within 30 days of the month following collection of any Connection Fee.

5.2. Zone 7 agrees to provide the City with reasonable notice of any changes to the Monthly Reporting Form. Pursuant to this provision, "reasonable notice" shall mean at least 60 days' notice before the effective date of any changes Zone 7 makes to the Monthly Reporting Form.

5.3. Except to the extent prohibited by law, the City will also provide any other supplemental information regarding the services provided under this agreement as Zone 7 may reasonably request.

6. Notice Obligations.

6.1. The City agrees to provide reasonable notice to Zone 7 of any changes to its available inventory of meters for installation of new or upgraded connections. Changes triggering this notice include, but are not limited to, changes in the City's available inventory of meter sizes, types or specifications as compared to those meters listed in the Connection Fee Schedule.

6.2. For existing connections, the City will provide reasonable notice to Zone 7 of any changes it makes in the meter size, type, or specification of an installed meter.

6.3. "Reasonable notice" under this Section shall mean written notice to Zone 7 within 60 days of the change. Any notice required by this Section shall be provided in the manner of providing notice set forth in Section 14 below.

7. Remittance Obligations.

7.1. The City shall remit to Zone 7 the Connection Fees it collects by the 15th of the month following their collection, less the amount provided by Section 4 above. Any payment which is not made to Zone 7 when due under this Agreement shall bear interest at the rate of 10% per annum from the due date to the payment date.

8. Termination.

8.1. Zone 7 may terminate this agreement with or without cause on 90 days' written notice to the City.

8.2. The City may terminate this agreement with or without cause on 90 days' written notice to Zone 7.

9. Indemnity and Defense.

9.1. Zone 7 shall defend, indemnify, and hold harmless the City and its officers, agents and employees from any claims, demands, challenges, or actions by third parties challenging Zone 7's Connection Fee except for those arising solely from the negligence or willful misconduct of the City or its officers, agents or employees. Zone 7 agrees that the City is not a necessary party to any such challenges.

9.2. The City shall defend, indemnify, and hold harmless Zone 7 and its officers, agents and employees from any claims, demands, challenges, or actions by third parties to the City's operation of its utility, including the City's selection of water metering technology, except for those arising solely from the negligence or willful misconduct of Zone 7 or its officers, agents or employees. The City agrees that Zone 7 is not a necessary party to any such challenges.

10. Third Party Investigation.

10.1. Zone 7 may hire, at its expense, a third party to investigate the City's fee collection practices, including inspection of its records and meters installed. If the Third-Party Investigation discovers a significant discrepancy in the amount of fees collected and remitted to Zone 7, the City will pay for the Third-Party Investigation.

10.2. Any Third-Party Investigation under this agreement shall be limited to records directly related to the City's fee collection and shall not extend to other City utility operations or confidential City information. Zone 7's third-party investigators shall provide at least 10 business days' written notice of any inspection and shall conduct investigations during normal business hours in a manner that does not unreasonably disrupt City operations.

10.3. For purposes of this Section, a "significant discrepancy" shall mean either: (a) undercollection affecting more than 10% of the number of transactions (defined as an individual service connection) in any month within a 12-month period, or (b) a cumulative undercollection of more than $50,000.00 during a 12-month period.

11. Dispute Resolution. The parties agree to resolve disputes arising under this agreement as follows:

11.1. Direct Negotiation**.** Any dispute shall first be addressed through good faith negotiations between the City Manager and Zone 7's General Manager. Either party may initiate dispute resolution by providing written notice to the other party. The City Manager and Zone 7's General Manager shall meet within 15 days of such notice and attempt to resolve the dispute through direct negotiation for up to 60 days, unless the parties agree in writing to extend or shorten this period.

11.2. Mediation**.** If the parties are unable to resolve the dispute by Direct Negotiation, either party may initiate mandatory nonbinding mediation by written notice to the other party. The parties agree to participate in mediation in good faith. The parties shall select a mutually acceptable mediator within 15 days of the mediation notice. If the parties cannot agree on a mediator, the mediator will be named by ADR Services, Inc. from among its panel of neutrals. The mediation shall be completed within 60 days of mediator selection. The parties shall share equally in the cost of the mediation. The time periods in this section may be changed by written agreement of the parties.

11.3. Court Proceedings**.** If mediation is unsuccessful, either party may seek relief in a court of competent jurisdiction.

12. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from acts of God, natural disasters, government actions, labor disputes, cyber-attacks, epidemics, or other circumstances beyond its reasonable control. The affected party shall provide prompt written notice to the other of the delay and its cause, and use reasonable efforts to minimize delays.

13. Data Protection and Privacy

City shall maintain customer information in accordance with applicable privacy laws. Zone 7 agrees to use customer information provided under this agreement solely for connection fee administration and collection purposes. The parties agree to maintain appropriate security measures to protect customer data and shall notify each other promptly of any data security incidents.

14. General Notice Requirements

All notices, demands, or other communications required under this agreement shall be in writing and delivered by certified mail (return receipt requested), hand delivery with receipt, or email with delivery confirmation to the addresses set forth below:

If to City:	**If to Zone 7:**
Gerry Beaudin	Valerie Pryor
City Manager	General Manager
123 Main Street	100 North Canyons Parkway
P.O. Box 520	Livermore, CA 94551
Pleasanton, CA 94566	Telephone: (925) 454-5000
Telephone: (925) 931-5002	Facsimile: (925) 454-5723
Facsimile: (925) 931-5482	

Either party may change its contact information by providing written notice to the other party in accordance with this section.

15. Severability.

15.1. If any provision of this agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

16. General Provisions

16.1. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any modifications must be in writing and signed by both parties.

16.2. This agreement amends and restates in its entirety any and all prior fee collection agreements between the parties, including but not limited to the Prior Agreement.

16.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience only. Should there be any conflict between

such heading and the section or paragraph at the head of which it appears, the section or paragraph, as the case may be, and not such heading, shall control. Masculine or feminine pronouns shall be substituted for the neuter and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires.

16.4. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this agreement shall be deemed to have been waived by a party unless in writing.

16.5. This agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement. The Parties further agree that this agreement may be transmitted by facsimile or other electronic means and that the reproduction of signatures by facsimile or other electronic means will be binding as if originals.

16.6. This agreement shall be construed and enforced in accordance with the laws of the State of California.

16.7. The sole beneficiaries of this agreement are the parties; no third person may assert any right under it.

16.8. This agreement shall be construed as a whole giving its words their common meanings and not strictly for or against either party as both participated in it drafting with the assistance of counsel.

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

Zone 7: Alameda County Flood Control and Water Conservation District, Zone 7	CITY: City of Pleasanton
By: _____	By: _____
Valerie Pryor General Manager	Gerry Beaudin City Manager
Date: _____	Date: _____

EXHIBIT A

[Ordinance 72-1, as amended]

ORDINANCE NO. FC 72-1, AS AMENDED BY
ORDINANCES FC 77-2; FC 86-136; AND FC O-91-68

AN ORDINANCE ADOPTED PURSUANT TO SECTION 12.1 OF THE
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ACT
IMPOSING A WATER CONNECTION CHARGE IN ZONE NO. 7

The Board of Supervisors of the Alameda County Flood Control and Water Conservation District do ordain as follows:

SECTION I

Declaration of Findings. The Board of Supervisors of Alameda County Flood Control and Water Conservation District has determined the necessity to make improvements to the Zone No. 7 water supply system. The District is empowered, pursuant to Section 12.1 of the Alameda County Flood Control and Water Conservation District Act, to prescribe and collect charges for water delivery and treatment facilities furnished or to be furnished within a zone of the District.

This Board does hereby find that continual improvement to the Zone No. 7 water supply system would be for the benefit of Zone No. 7 residents and property owners to meet increasing demands on the water supply system, to enhance the quality of water, to minimize harm from water shortages, to improve operational flexibility of the system, and to improve the reliability of water service, and that the public interest, necessity, convenience and general welfare of the residents and property owners of Zone No. 7 require the institution, construction and maintenance of said improvements. Revenues now available to the Zone will not be fully adequate to construct and maintain additional required facilities without substantial water or tax rate increases. In order to apportion more fairly the costs of new facilities on the basis of benefits conferred upon the property within the area, the charges hereinbelow indicated are hereby established on all new connections to any water system which is directly connected to the Zone No. 7 water supply system, to be utilized to accomplish proposed improvement in the water treatment and delivery system.
(Amended by Ord. FC 77-2)

SECTION II

Definitions. The definitions contained in this article shall govern the construction of this Ordinance unless required otherwise by context.

1. "District" means the Alameda County Flood Control and Water Conservation District.

2. "Board" means the Board of Supervisors of Alameda County Flood Control and Water Conservation District.

3. "Zone" means the Zone No. 7 of the Alameda County Flood Control and Water Conservation District.

4. "Zone Board" means the Board of Directors of Zone No. 7 of Alameda County Flood Control and Water Conservation District.

5. "Water supply system" means any combination of facilities that is capable of furnishing treated water service.

6. "New connection" means any new metered water service that will furnish water from a water supply system that is directly connected to the Zone No. 7 water supply system, including but not limited to water services that are part of any new development to be constructed.

7. "New development" means any improvement, building or buildings constructed subsequent to the effective date of this Ordinance.

(Amended by Ord. FC O-91-68)

SECTION III

Water Service Connection Charge Schedule. A basic charge of $830.00 shall be multiplied by the fee factor indicated in the following schedule for each new connection to the water supply system subject to this Ordinance.

Meter Size	Fee Factor
5/8"	1.0
3/4"	1.5
1" (See Section VI. 1 below)	2.5
1-1/2"	5.0
2"	8.0

The determination of fee factors is based upon the recommended maximum rate for continuous operations in accordance with the American Water Works Association Standard C700-90

for Cold Water Meters-Displacement Type, Bronze Main Case. Fee factors for meters of special capacities and sizes other than those indicated in the above schedule shall be determined by the Zone. The administrative method for setting fee factors for meters of special capacities and sizes in effect on July 17, 1991, shall remain in effect through June 30, 1992. On July 1, 1992, new fee factors for meters of special capacities and sizes using a method that utilizes the recommended maximum rate for continuous operations shall go into effect.

For increasing the meter size or capacity on any existing connection, a charge shall be imposed equal to the product of the basic charge in effect at the time the meter exchange is requested and the difference in the fee factor between the new meter and the existing meter.

There shall be no refund of charges paid for decreasing the meter size or capacity.
(Amended by Ord. FC 0-91-68)

SECTION IV

Dispositon of Charges. All charges collected under the provision of this Ordinance, and a portion of water sales revenues as deemed appropriate by the Zone Board, shall be deposited with the Treasurer of the District, said funds to be designated "Zone 7 Water Facilities Fund." Said funds shall be utilized for the accomplishment of proposed improvements to the Zone No. 7 water supply system, and shall be expended for administration, land acquisition, construction, engineering, repair, maintenance and operation, or reimbursement or retirement of bonded indebtedness incurred for same, in whole or in part, of the water supply facilities within Zone No. 7. Provided, however, that said funds shall not be utilized for the retirement of bonded indebtedness on Zone No. 7 projects incurred prior to January 18, 1972.
(Amended by Ord. FC 77-2)

SECTION V

Collection of Charges. Charges provided for herein shall be collected by the Zone, or the appropriate City Building Official if the improvement is located within an incorporated city, prior to the issuance of a building permit or a use permit for such improvement. In cases where permits are not required, payment of charges shall be made to the Zone or appropriate City Building Official prior to installation of a new connection. Collection by the appropriate City Building Official shall be

authorized by agreement between the affected city and District, said agreement to be approved by Zone Board and forwarded to Board for execution, following execution of said agreement by city. (Amended by Ord. FC 77-2)

SECTION VI

Exemptions.

1. No charge shall be collected for separate private fire service connections. Combined domestic and fire service connections shall be subject to the connection charge based on the meter size for the combined system, except the basic charge shall be collected for combined systems, up to a maximum one-inch (1") meter size, for single family and duplex housing units with fire sprinkler systems approved by the appropriate fire department and installed in accordance with applicable building requirements.

2. No charge shall be collected for future connections of any existing building or buildings to a water supply system that is directly connected to the Zone No. 7 water supply system if the building or buildings are occupied and supplied by an independent water supply system on or before January 18, 1972. This exemption shall become null and void effective July 1, 1992. (Amended by Ord. FC O-91-68)

SECTION VII

Review of Water Connection Charge. The water connection charge provided for hereinabove, its manner of collection and disposition shall be subject to periodic review and modification at the discretion of the Zone Board.

SECTION VIII

Severability. If any section, sub-section, paragraph, sub-paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; and the Board declares that this Ordinance and each section, sub-section, paragraph,

sub-paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that one or more of such section, sub-section, paragraph, sub-paragraph, sentence clause or phrase be declared invalid or unconstitutional.

SECTION IX

Opinions and Determinations. Where this Ordinance provides for action to be based upon the opinion, judgment, approval, review or determination of the Zone Board, it is not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

SECTION X

Payment Before Effective Date. Nothing in this Ordinance shall prohibit payment of charges provided for herein prior to the effective date of this Ordinance. The funds so collected shall be applied in the same manner and for the same purposes as those required for collections after the effective date of this Ordinance.

SECTION XI

Contest of Charges. For purposes of this Ordinance, the Zone Board shall act as hearing Board in any contest of charges imposed under this Ordinance, and said Zone Board shall notice and conduct full and fair hearings consistent with due process and base its decision upon competent evidence. Said Zone Board shall adopt reasonable rules and regulations for the conduct of its affairs under this Ordinance. Appeals from the decision of the Zone Board shall be to the Board of Supervisors of Alameda County Flood Control and Water Conservation District, and shall be a hearing de novo upon the issues of the appeal. Notice of appeal from the decision of the Zone Board shall be made within 30 days of any final determination by Zone Board.

SECTION XII

Effective Date. This Ordinance is an urgency ordinance necessary for the preservation of the public peace, health, safety and welfare and shall go into effect immediately upon the date of adoption thereof, to wit January 18, 1972. The facts constituting such necessity are that failure of a recent bond election and resultant shortage of funds for improvement or expansion of necessary water treatment and delivery facilities has resulted in a projected need for water rationing in the Livermore-Amador Valley Area due to an increasingly heavy burden on existing facilities following a steady increase in population and residential construction in that Area. The proposed charges to be imposed pursuant to this Ordinance will be applied toward the construction of the needed facilities. Before the expiration of fifteen (15) days after the passage of this Ordinance it shall be published once with the names of members voting for and against the same in The Inter-City Express, a newspaper published in the said County of Alameda.

Adopted by the Board of Supervisors of the Alameda County Flood Control and Water Conservation District on this 18th day of January, 1972, by the following called vote:

AYES: Supervisors Bort, Cooper, Murphy, Razeto and Chairman Hannon - 5

NOES: Supervisors None

EXCUSED: Supervisors None

_____

Chairman of the Board of Supervisors of the
Alameda County Flood Control and Water
Conservation District

ATTEST:

_____

Clerk of the Board of Supervisors of
the Alameda County Flood Control and
Water Conservation District

EXHIBIT B

Updated Monthly Reporting Form

Certified By (Name): _____

Title: _____

Signature: _____

Date: _____

City of Pleasanton
Zone 7 Water Connection Fee Reporting Summary
MM/DD/YYYY to MM/DD/YYYY

General Information				New Meter Information			New Flow Restrictor Information					Fee Credits Information[1]						Fee Information					
Payment Date	Building Permit Number	Customer Account Number	Property Address	Size	Manufacturer	Model	Flow Restrictor Installed (Yes/No)	Size	Manufacturer	Model	Capacity (gpm)	Fee Credits Applied for Existing Meter (Yes/No)	Size	Manufacturer	Model	Capacity (gpm)	Explanation for Other Credits	Fire Service Exemption (Yes/No)	Amount Collected	Amount of Fee Credits (if applied)	Amount After Credits (if applied)	1% Admin Fee Retained by the City	Total Amount Remitted to Zone 7

[1]Provide a clear explanation of any fee adjustments or credits applied. If the credit is based on replacing or upsizing an existing meter, include details of the existing meter (size, manufacturer, model, and capacity) along with the new meter information reported in this form. Attach supporting documentation to show how the credit was calculated (e.g., multiple meters being replaced or credits distributed across a subdivision).

Column Totals _____

CITY OF PLEASANTON
CITY COUNCIL
MINUTES

Tuesday, March 3, 2026
6:00 PM

CALL TO ORDER

Mayor Balch called the Special Meeting Closed Session of the City Council to order at the hour of 6:00 p.m. from the City Council Conference Room located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch
Absent: None.

1. Public Comment – Comments are limited to items listed on the agenda.

   Mayor Balch opened public comment. There being no speakers, Mayor Balch closed the public comment.

ADJOURN TO CLOSED SESSION

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Initiation of litigation pursuant to paragraph 4) of subdivision (d) of Gov't Code Section 54956.9: 2 potential cases

ADJOURNMENT

Mayor Balch adjourned the meeting at 6:50 p.m.

_____
Jocelyn Kwong, City Clerk

CITY OF PLEASANTON
CITY COUNCIL
MINUTES

Tuesday, March 3, 2026
7:00 PM

CALL TO ORDER

Mayor Balch called the Regular Meeting of the City Council to order at the hour of 7:00 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch
Absent: None

REPORT ON CLOSED SESSION

City Attorney Sodergren reported the following actions from closed session:

By unanimous vote, the City Council gave the City Attorney conditional authority to initiate litigation as to the first matter.

By unanimous vote, the City Council authorized the City Attorney to initiate litigation regarding the second matter.

The details of both matters will be made available to the public once the actions are filed.

AGENDA AMENDMENTS

None.

CONSENT CALENDAR

Mayor Balch opened public comment. The following individuals provided comment: Christine Dillman.

Mayor Balch closed the public comment.

MOTION: It was m/s by Councilmembers Gaidos/Testa to approve the consent calendar as recommended. Motion passed by the following vote:

Ayes:	Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch
Noes:	None
Absent:	None

Community and Economic Development

1. Adopt a resolution approving the Substantial Amendment to the FY 2025/26 Annual Action Plan for the use of federal Community Development Block Grant (CDBG) Funds and approve related budget amendments in the CDBG Fund (Fund 123)

   Recommendation:

   1. Adopt Resolution No. 2026-005 approving the Substantial Amendment to the FY 2025/26 Annual Action Plan.
   2. Adopt Resolution No. 2026-005 approving related budget amendments in the CDBG fund (12330701-433165-24902) for fiscal year 2025/26.
   3. Approve and authorize the City Manager to execute the Third Amendment to the agreement with Tri-Valley Haven for the Shiloh Rebuilding project.

MEETING OPEN TO THE PUBLIC

2. Presentation of award by Tri-Valley Haven

   Presentation by Christine Dillman, Tri-Valley Haven Executive Director.

3. Presentation by Alameda County District Attorney Ursula Jones Dickson

   Presentation by District Attorney Jones Dickson.

4. Public Comment regarding items not listed on the agenda – Speakers are limited to 3 minutes.

   Mayor Balch opened public comment. The following individuals provided comment: Paul Hammons, Renuka Dhadwal, Lori Carducci, and Holly Sanders.

   Mayor Balch closed the public comment.

MATTERS INITIATED BY COUNCIL

Councilmember Nibert requested discussion on a measure for a sales tax increase at a future City Council meeting. The request failed for lack of majority consensus.

Councilmember Testa requested discussion about offleash dog areas at a future City Council meeting. By majority consensus, the City Council agreed that the item would be part of the planned City Council workshop in March.

COUNCIL REPORTS

Councilmembers reported on regional and local meetings attended.

CITY MANAGER UPDATES

The City Manager provided informational updates on the community and organization.

ADJOURNMENT

Mayor Balch adjourned the meeting at 8:31 p.m.

_____
Jocelyn Kwong, City Clerk

CITY OF PLEASANTON
CITY COUNCIL
MINUTES

Tuesday, March 17, 2026
4:30 PM

CALL TO ORDER

Mayor Balch called the Special Meeting Workshop of the City Council to order at the hour of 4:30 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch
Absent: None.

WORKSHOP

Mayor Balch opened public comment. The following individuals provided comment: Rick Hammel, Michael Mitchell, Sharon Piekarski, Sandra Dibiasi, Michele Peterson, Alan Shapiro, Falguni Dave, Paul Wiener, Emily August, Gabi Welk, Pam Alpert, Phil Bowman, and Vicki LaBarge.

Mayor Balch closed the public comment.

1. Receive a report on Strategic Plan implementation, review the Strategic Plan Dashboard, and provide direction on City Council priorities and priority projects

   Presentation by Sharon Petrehn, Principal Analyst.

   The City Council provided feedback to prioritize projects 46, 51, 53, 57, 73, 74, and 79 from the existing project prioritization list. Additionally the City Council provided feedback to include possible new projects for a sports court ordinance and the North Arroyo Mocho trail.

ADJOURNMENT

Mayor Balch adjourned the meeting at 6:39 p.m.

_____
Jocelyn Kwong, City Clerk

CITY OF PLEASANTON
CITY COUNCIL
MINUTES

Tuesday, March 17, 2026
7:00 PM

CALL TO ORDER

Mayor Balch called the Regular Meeting of the City Council to order at the hour of 7:00 p.m. from the Council Chamber located at 200 Old Bernal Avenue.

ROLL CALL

Present: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch
Absent: None.

AGENDA AMENDMENTS

None.

CONSENT CALENDAR

Mayor Balch opened public comment. The following individuals provided comment: Jim Lehrman.

Mayor Balch closed the public comment.

MOTION: It was m/s by Councilmembers Nibert/Eicher to approve the consent calendar as recommended. Motion passed by the following vote:

Ayes: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch
Noes: None
Absent: None

City Manager

1. Approve meeting minutes of February 17, 2026

   Recommendation: Approve meeting minutes of February 17, 2026.

Community and Economic Development

2. Adopt a resolution approving the Annual Progress Report on implementation of the General Plan Housing Element for calendar year 2025 and authorize submittal to the California Department of Housing and Community Development and the Governor's Office of Planning and Research

Recommendation: Adopt Resolution No. 2026-006 approving the 2025 Housing Element Annual Progress Report and authorizes submittal of the report to HCD and OPR.

3. Adopt a resolution authorizing the Mayor to sign a letter agreeing to a transfer of 18 Regional Housing Needs Allocation (RHNA) units from the County of Alameda to the City of Pleasanton in conjunction with the approved annexation of the Merritt Property, submitted by Foothill Boulevard Holding Company, LLC, filed under Case No. P22-1089

   Recommendation: Adopt Resolution No. 2026-007 authorizing the Mayor to sign the RHNA transfer agreement letter dated March 17, 2026 (Attachment 1).

4. Authorize the City Manager to execute a Reimbursement Agreement with Union Pacific Railroad Company for staff time associated with the design review of the proposed Quiet Zone, and approve the budget amendment allocating $50,000 from Fund 201 to the Quiet Zone Feasibility Study Project (CIP No. 26510), to fund the Agreement

   Recommendation: Approve and authorize the City Manager to execute the attached Reimbursement Agreement with Union Pacific Railroad and approve the budget amendment to allocate $50,000 from Fund 201 (Miscellaneous CIP Projects) to the Quiet Zone Feasibility Study Capital Improvement Project (20130110-430101-26510) to fund the Agreement.

Finance

5. Accept the monthly disbursements and investment report for January 2026

   Recommendation: Accept claim disbursements in the amount of $18,578,954 and the investment report for the month of January 2026.

Fire

6. Adopt a resolution declaring that weeds, dirt, rubbish, and refuse upon or in front of specific described properties within the City constitute public nuisances and that they be abated, and set a public hearing for April 21, 2026, regarding the abatement

   Recommendation: Adopt Resolution No. 2026-008 declaring that weeds, dirt, rubbish, and refuse upon or in front of specific described properties within the city constitute public nuisances and that they be abated. Set a public hearing for April 21, 2026, regarding the abatement of these nuisances and order the abatement thereof by May 31, 2026.

Public Works

7. Authorize the City Manager to enter into a professional services agreement with Bureau Veritas Technical Assessments LLC for the ADA Self-Evaluation and Transition Plan Project, CIP No. 16437, in the amount not-to-exceed $435,276

   Recommendation:

   1. Award a professional services agreement to Bureau Veritas Technical Assessments LLC in a not-to-exceed amount of $435,276 for the ADA Self-Evaluation and Transition Plan Project, CIP No. 16437.
   2. Authorize the City Manager to execute the Professional Services Agreement.

8. Adopt resolutions initiating proceedings for the formation of Ponderosa–Del Prado Landscape Maintenance District 2026-1 (Ponderosa LMD 2026-1) and Bonde Ranch Landscape Maintenance District 2026-2 (Bonde Ranch LMD 2026-2)

   Recommendation: Adopt Resolution Nos. 2026-009 and 2026-010 that:

   1. Initiate proceedings for the formation of Ponderosa-Del Prado Landscape Maintenance District 2026-1 to replace Landscape Maintenance District 1984-1 (Ponderosa-Del Prado).
   2. Initiate proceedings for the formation of Bonde Ranch Landscape Maintenance District 2026-2 to replace Landscape Maintenance District 1993-2 (Bonde Ranch).
   3. Designate SCI Consulting Group as Engineer of Work and direct the preparation of Engineer's Reports for both proposed districts in accordance with the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution.

9. Authorize the City Manager to execute License Agreements for the use of Santos Ranch Road

   Recommendation: Adopt Resolution Nos. 2026-011 and 2026-012 Authorize the City Manager to execute License Agreements for the use of Santos Ranch Road.

10. Authorize the City Manager to enter into the second amendment with Vista Universal, Inc. for an increase of $150,000 for Street Light Maintenance for Fiscal Year 2025/2026, bringing the total contract capacity for fiscal year 2025/2026 to $450,000 and the total cumulative compensation amount to $1,350,000

    Recommendation: Authorize the City Manager to enter into the second amendment with Vista Universal, Inc. for an increase of $150,000 for Street Light Maintenance for Fiscal Year 2025/2026, bringing the total contract capacity for fiscal year 2025/2026 to $450,000 and the total cumulative compensation amount to $1,350,000.

MEETING OPEN TO THE PUBLIC

11. Presentation of a proclamation recognizing March 2026 as American Red Cross month

    Councilmember Eicher presented the proclamation.

12. Presentation of a proclamation recognizing March 2026 as March for Meals month

    Councilmember Eicher presented the proclamation to recipient Cary Oldes.

13. Public Comment regarding items not listed on the agenda – Speakers are limited to 3 minutes.

    Mayor Balch opened public comment. The following individuals provided comment: Patti Joki.

    Mayor Balch closed the public comment.

PUBLIC HEARINGS AND OTHER MATTERS

14. Receive a report and presentation on the City's pension obligation management strategy and adopt the pension funding policy

    Recommendation:

    1. Receive a report and presentation on the City’s pension obligation management strategy.
    2. Adopt the pension funding policy effective March 17, 2026.

    Presentation by Michael Meyer (NHA Advisors).

    Mayor Balch opened public comment. The following individuals provided comment: John Bauer.

    Mayor Balch closed the public comment.

    MOTION: It was moved by Councilmember Eicher to approve the item as recommended. The motion failed for lack of a second.

    MOTION: It was m/s by Councilmembers Nibert/Testa to approve the item with an amendment to remove section 7, "Pension Obligation Bonds."

SUBSTITUTE MOTION: It was m/s by Mayor Balch/Councilmember Gaidos to approve the item as recommended. Motion passed by the following vote:

Ayes: Councilmembers Eicher, Gaidos, Mayor Balch
Noes: Councilmembers Nibert, Testa
Absent: None

Mayor Balch called a recess at 9:10 p.m. and reconvened at 9:17 p.m.

15. Adopt resolutions establishing a policy and procedures for Early Project Review applications for projects requiring legislative review, and amending the Master Fee Schedule to adopt a fee for such applications

Recommendation: Adopt Resolution No. 2026-013 establishing a policy and procedures for Early Project Review and Resolution No. 2026-014 amending the Master Fee Schedule, and direct staff to implement the Early Project Review program consistent with the adopted policy.

Presentation by Ellen Clark, Community and Economic Development Director.

Mayor Balch opened public comment. There being no speakers, Mayor Balch closed the public comment.

MOTION: It was m/s by Councilmembers Eicher/Gaidos to approve the item as recommended. Motion passed by the following vote:

Ayes: Councilmembers Eicher, Gaidos, Nibert, Testa, Mayor Balch
Noes: None
Absent: None

MATTERS INITIATED BY COUNCIL

None.

COUNCIL REPORTS

Councilmembers reported on regional and local meetings attended.

CITY MANAGER UPDATES

The City Manager provided informational updates on the community and organization.

ADJOURNMENT

Mayor Balch adjourned the meeting at 9:51 p.m.

_____
Jocelyn Kwong, City Clerk

CITY COUNCIL AGENDA REPORT

April 21, 2026
Community and Economic Development

TITLE: ADOPT A RESOLUTION TO APPROVE THE ALTAMONT SETTLEMENT AGREEMENT EDUCATION ADVISORY BOARD'S $617,625 EXPENDITURE PLAN FOR FISCAL YEAR 2026/2027

SUMMARY

The Altamont Settlement Agreement Education Advisory Board (EAB) annually prepares an Expenditure Plan for consideration by the authorizing entities. In accordance with the Altamont Settlement Agreement, concurrence by the Northern California Recycling Association (NCRA), the Cities of Pleasanton and Livermore, and the Alameda County Board of Supervisors is necessary to fund any proposed allocation from the Education Account. The Expenditure Plan outlines the Board's proposed funding allocations for recycling and education program grants. The EAB is requesting that the Pleasanton City Council approve the Expenditure Plan for the upcoming fiscal year (2026/2027).

RECOMMENDATION

Adopt a resolution approving the Altamont Settlement Agreement Education Advisory Board's $617,625 Expenditure Plan for Fiscal Year 2026/2027.

BACKGROUND

As part of the settlement of litigation over the expansion of the Altamont Landfill, the parties to the litigation agreement (Alameda County, Waste Management of Alameda County, the Cities of Livermore and Pleasanton, and various environmental groups) agreed that the County would impose a surcharge on incoming waste at the Altamont Landfill and Resource Recovery Facility and Vasco Road Landfill. Each January, the fee is reviewed in relation to the Consumer Price Index (CPI) for the most recent 12-month period and may be increased as appropriate. A portion of the fee funds an Education Account, equal to $0.47 per ton from the Altamont Landfill and $0.46 per ton from the Vasco Road Landfill, generating approximately $600,000 annually.

The Altamont Settlement Agreement Education Advisory Board (EAB) meets approximately monthly. The EAB consists of five voting members, including two members from the Northern California Recycling Association (NCRA), one member from the City of Pleasanton, one member from the City of Livermore, and one member from the Alameda County Recycling Board. The Pleasanton representative Board seat is currently vacant, and a board member is being sought.

The EAB can propose allocating funds from the Education Account to support diversion education programs, job training in waste diversion and recycling, and to mitigate the impacts of the Altamont Landfill on the affected neighboring community.

DISCUSSION

The Altamont Settlement Agreement requires the EAB to submit a proposed allocation of funds on an annual basis by April 1. In accordance with the Altamont Settlement Agreement, concurrence by the NCRA, the Cities of Pleasanton and Livermore, and Alameda County is necessary to fund any proposed allocation from the Education Account.

On December 16, 2025, the EAB unanimously approved the proposed 2026/2027 Expenditure Plan (see Exhibit A of Attachment 1). The Expenditure Plan outlines a process for funding mini-grants, annual competitive grants, multi-year grants, Alameda Landowners Against Mismanagement (ALARM) mitigation grants, and Board-initiated projects, setting funding goals for each grant category. For Fiscal Year 2026/2027, the EAB is proposing the following schedule for disbursement of funds, totaling $617,625:

- $300,000 in project grants
- $150,000 in mini-grants
- $70,000 in multi-year grants
- $50,000 in EAB Board-initiated projects
- $12,625 for financial management and administrative support (City of Livermore)
- $30,000 for staff support
- $5,000 for EAB communications, website
- $0 for landfill mitigation projects (ALARM – fund has reached the maximum amount of $100,000)

Additional grants may be awarded from unexpended funds allocated for previous fiscal years held in stewardship by the City of Livermore. The current unexpended fund balance is approximately $25,000.

Each year, the EAB provides an Annual Report to the authorizing entities detailing the programs funded the previous year and the success rates for each program. The 2025 Annual Report is available in Attachment 2. Pleasanton has encouraged the EAB to expand outreach and education about this grant program, to increase community knowledge and opportunities for distributing grant funds within the County. City staff involved in efforts related to waste reduction and recycling have been made aware of the EAB grant program so they may review opportunities and potentially seek grant funds for City-related efforts in the future, as well as share information on the availability of the grant program to interested community groups, nonprofits, educational institutions, and other parties within the city that may benefit from this available funding. The annual grant application period typically runs from January to March. Information on the EAB and its grant program is available at http://www.altamonteab.org/.

EQUITY AND SUSTAINABILITY

This item aligns with the City's equity and sustainability goals by supporting environmentally beneficial efforts throughout the county to improve waste diversion and recycling, with a substantial portion of the funds allocated to school districts and non-profits in disadvantaged communities throughout Alameda County.

OUTREACH

No outreach was conducted, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action is aligned with the City's ONE Pleasanton Strategic Plan goal of *Investing in Our Environment*, which includes a focus on environmental stewardship.

FISCAL IMPACT

There is no financial impact to the City associated with this action. The funding source for the EAB grant recipients is the Altamont Settlement Agreement Education Account. Alameda County will release the funds following approval from NCRA, the Cities of Pleasanton and Livermore, and the Alameda County Board of Supervisors. The 2026/2027 Expenditure Plan proposes allocating $617,625 for EAB grants and administration.

Prepared by:	Submitted by:	Approved by:
Jennifer Miller, Management Analyst	Ellen Clark, Director of Community and Economic Development	Gerry Beaudin, City Manager

Attachments:

1. Resolution with Exhibit A (2026-2027 Expenditure Plan)
2. 2025 Annual Report

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON, APPROVING THE ALTAMONT SETTLEMENT AGREEMENT EDUCATION ADVISORY BOARD EXPENDITURE PLAN FOR FISCAL YEAR 2026/2027

WHEREAS, as part of the Altamont Landfill Settlement Agreement, the Altamont Education Advisory Board was created; and

WHEREAS, the Advisory Board is charged with the responsibility to annually propose an allocation of funds from the Education Account, to fund education programs; and

WHEREAS, the funds allocated in the Education Account are generated from the $0.47 per ton (Altamont Landfill) and $0.46 per ton (Vasco Road Landfill) surcharge which amount to approximately $600,000 annually; and

WHEREAS, the funds allocated to the Education Account are dedicated to support diversion education programs, job training in the field of waste diversion and recycling, and mitigation programs to reduce the impacts of the landfill operations on the affected neighboring community; and

WHEREAS, the 2026/2027 Expenditure Plan proposes to achieve the stated goals through creation of mini-grant programs and project grants; and

WHEREAS, in accordance with the Altamont Settlement Agreement, concurrence by the Northern California Recycling Association, the Cities of Pleasanton and Livermore, and the Alameda County Board of Supervisors is necessary to fund any proposed allocation from the Education Account.

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

SECTION 1: City Council authorizes the Altamont Settlement Agreement Education Advisory Board Expenditure Plan for Fiscal Year 2026/2027, as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein by this reference.

SECTION 2: City Clerk shall certify to the passage of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 the 21st day of April, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

Dated:_____

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

2026/2027 Expenditure Plan

Altamont Settlement Agreement
Education Advisory Board

December 5, 2025

Plan Summary

The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for diversion education programs, job training in the field of waste diversion and recycling and mitigating the impacts of the landfill operations on the affected neighboring community. Funds generated from the approximate $0.47 per ton surcharge originating from the Altamont Landfill and approximate $0.46 originating from the Vasco Road Landfill, which are expected to amount to approximately $600,000 annually. This per ton surcharge fee will be increased based on the consumer price index effective January 1, 2026.

The Need

The Altamont Landfill and Vasco Road Landfill accept material for disposal from Alameda County jurisdictions, and from the city of San Ramon. Funding programs in diversion education and job training in waste diversion and recycling throughout the landfill service area will preserve the life of the landfill and save resources.

Target Sectors

- Environmental education programs that serve schools
- Non-formal environmental education programs, serving students K-12
- Community-based environmental education programs
- Job training programs in the field of waste diversion and recycling
- Support to institutions and communities required to conform to new state laws, such as SB 1383

Funding Goals

- Allocate $500,000 per year for education and job training programs in waste prevention, source reduction, reuse, recycling, composting, and procurement of recycled content products.
- Report measurable results to the Northern California Recycling Association (NCRA), Alameda County Board of Supervisors and cities of Livermore and Pleasanton on an annual basis.
- Provide up to two cents ($0.02) of every forty-five cents ($0.45) of the Education Account to Alameda Landowners Against Mismanagement (ALARM) for landfill mitigation projects (pursuant to Settlement Agreement sec. 7.3.3)
- The EAB would like to recognize the City of Livermore for its efforts to share in the cost in support of the mission of the EAB by agreeing to provide fiscal and administrative support consistent with Section 7.6.2 of the Settlement Agreement, which is in the public interest and allows for up to 2% of the annual receipts to be spent on administrative costs.

Objectives

Grants and projects:

- ❑ Mini-grants – The mini-grant program awards up to $5,000 to all eligible projects that meet award criteria up to the funding allocation amount. In 2025-26, mini-grants supported environmental science programs and school recycling and composting infrastructure projects.
- ❑ Project grants – The annual grant program would award competitive grants up to $50,000 for projects that would make significant contributions to the development of sustainable diversion education programs and job training in waste prevention and recycling. Types of projects could include: curriculum development, district-wide diversion education programs, job training programs, and community-based programs.
- ❑ Multiple year grants – Allow applicants for the annual grant program, to propose multiple year grants for up to three years of on-going support.
- ❑ Board initiated projects – Board initiated projects include projects for which a separate solicitation will need to be performed or special projects to be developed by the Board that fulfill a special niche or program area not addressed by the grants program. Types of projects could include job training partnerships, outreach programs, video and website development, and joint projects with other agencies.

Deliverables and Major Milestones

2026-26 Continue to develop job-training partnerships with education institutions, state and community colleges.

1/2026 Initiate development of 2025-27 expenditure plan.

1/2026 Release Request for Grant Applications.

3/2026 Annual expenditure plan to NCRA, Board of Supervisors and cities of Livermore and Pleasanton.

5/2026 Award project grants for 2026-27 school year.

2026/2027 Expenditure Plan

Altamont Settlement Agreement
Education Advisory Board

December 5, 2025

Assumptions

- The environmental education community perceives a need for diversion education programs and can develop grant proposals that meet the goals and objectives of the parties to the settlement agreement and the Education Advisory Board.
- The Education Advisory Board can identify appropriate partners for enhancing or developing job training programs in waste prevention and recycling.

Constraints

- COVID pandemic has required flexibility and adaptability in required timelines and milestones.
- Teachers and others involved in environmental education are very busy and may not respond to grant solicitations.
- Other funding agencies, such as the Alameda County Waste Management Authority and Source Reduction and Recycling Board may have differing priorities that dominate the program offerings.
- The Education Account has limited funds that must be stretched over a large service area.

Proposed Allocations

Board communications, website	$5,000
Mini-grants	$150,000
Project grants	$300,000
Board initiated projects	$50,000
Multi-year grants	$70,000
ALARM mitigation projects*	$0
Staff Support	$30,000
Fund management and support	$12,625
TOTAL	**$617,625**

All unexpended funds from previous grant years will be carried over and, if necessary, applied to the 2027-2028 grant year.

*ALARM fund has reached maximum amount of $100,000



EDUCATION ADVISORY BOARD
Altamont Landfill Settlement Agreement
2025 Annual Report

NCRA
Chair
Ruth Abbe

City of Livermore
Vice-chair
Fenna Gatty

City of Pleasanton
Vacant

NCRA
Devin Jackson

Alameda County
Recycling Board
Eric Havel

Board Assistant
Lauren Jenkins

Background

In 1999, the cities of Livermore and Pleasanton, the Sierra Club and the Northern California Recycling Association (NCRA) entered into a settlement agreement with Alameda County and Altamont Landfill. The Altamont Landfill Settlement Agreement created the Altamont Education Advisory Board to propose allocation of funds in the Education Account for recycling education programs, job training in the field of waste prevention and recycling and mitigating the impacts of the landfill operations in the affected community. Funds generated from the $0.47 and $0.46 per ton surcharge amount to approximately $600,000 annually.

There are five voting members on the Education Advisory Board: one appointed by the Livermore City Council; one appointed by the Pleasanton City Council; two appointed by NCRA; and the Alameda County Recycling Board's Environmental Educator.

The role of the Education Advisory Board is to annually propose the allocation of funds from the Education Account by submitting an Expenditure Plan by April 1 of each year. Concurrence of Alameda County, the cities of Livermore and Pleasanton, and NCRA on the Expenditure Plan is necessary before funds are allocated.

Funds are collected from the Altamont Landfill by the Alameda County Treasurer. The County then remits the annual allocation to the agency administering the funds (07-08 City of Pleasanton, 08-13 and out years, City of Livermore) for disbursal to grant recipients.

2025 Activities

The 2025 Expenditure Plan was approved by each of the parties in the spring of 2025. The Expenditure Plan proposed the following allocations:

Board Communications, website	$5,000
Mini-Grants	$135,000
Project Grants	$286,000
Board Initiated Project Grants	$50,000
Multi-Year Grants	$110,040
ALARM mitigation projects	$0
Staff Support	$30,000
Fund management & support	$12,625
TOTAL	**$628,665**

Based on the allocation established by the Expenditure Plan, the Education Advisory Board released a Request for Grant Applications for mini-grants, project grants, board-initiated project grants and multi-year grants pursuant to the guidelines established in the settlement agreement.

Mini-grants

The Education Advisory Board awarded 30 Mini-Grants for projects meeting the grant criteria, as follows:

Mini-Grant #: 25-01 Christensen Middle School, Waste Reduction and Sorting Initiative, Livermore, East County, $3,000.00 - Funds will be used to acquire and install appropriate waste receptacles and signage, designed to meet the needs of students.

Mini-Grant #: 25-02 Regional Parks Foundation, Improved waste management to protect native ecosystems and wildlife, Castro Valley, West County, $5,000.00 - Funds will be used to identify and implement the most effective solutions to manage and prevent waste at park sites district-wide.

Mini-Grant #: 25-Altamont Creek, Green Team Refresh, Livermore, East County, $985.00 - Funds will be used to refresh essential materials, such as grabbers, food share carts and vinyl waste disposal signage, that will enhance the program's effectiveness.

Mini-Grant #: 25-04 Resilience Birthright Inc., Ecosystems Matter (6-8) Project, Alameda, West County, $4,835.00 - Funds will be used to expand its Ecosystems Matter environmental literacy project, a novella with standardized lesson plans, an audiobook and videos to serve middle school students.

Mini-Grant #: 25-05 KIDS for the BAY, Blue Watershed Classrooms Program, Berkeley, West County, $5,000.00 - Funds will be used to provide the BWC program to support teachers from under-resourced elementary schools and low-income communities in delivering engaging environmental education programs with a special focus on waste reduction and prevention.

Mini-Grant #: 25-06 Forestr.org, Vermicomposting at Paradise Park, Castro Valley, West County, $5,000.00 - Funds will be used to support environmental education, community engagement and urban sustainability by demonstrating the benefits of vermicomposting.

2025 Funding Allocation

Total Allocations for 2025 were as follows:

Board Communications, website	$5,000.00
Mini-Grants	$139,570.00
Project Grants	$238,072.00
Multi-Year Grants (Year 1)	$40,000.00
Multi Year Grants (Year 2).	$50,000.00
Multi Year Grants (Year 3).	$60,040.00
Board Initiated Project Grants	$0
ALARM mitigation projects	$0
Staff Support	$30,000.00
Fund management & support	$12,625.00
Total 2025 Expenditures	$575,307.00

Mini-Grant #: 25-07 Forestr.org, ForestR Sustainable Life Series, Castro Valley, West County, $5,000.00 - Funds will be used to host four educational events centered around sustainability, environmental stewardship and practical applications of eco-friendly living.

Mini-Grant #: 25-08 Corporate eWaste Solutions, Corporate eWaste Solutions (CEWS) Tech for Good 2E, Brea, West County, $5,000.00 - Funds will be used to host two electronics collection events per year at local schools or community centers to gather used laptops and mobile devise that will then be refurbished and redistributed to underserved communities throughout local Alameda County non-profits.

Mini-Grant #: 25-09 Nimble Repair SPC, Community repair Education, Berkeley, West County, $5,000.00 - Funds will be used to expand repair education initiatives on household goods more neighborhoods and events

Mini-Grant #: 25-10 Fixit Clinic, Repair Information Systems, Berkeley, West County, $5,000.00 - Funds will be used to supplement the in-person Fixit Clinic activities going on throughout Alameda County, deploying Repair Information Stations in libraries and makerspaces.

Mini-Grant #: 25-11 Fixit Clinic, Teaching Repair at Temescal Branch, Berkeley, West County, $5,000.00 - Funds will be used to host monthly "Repaid Advice Sessions" at the Temescal Branch/Tool Lending Library of the Oakland Public Library, as a mechanism for deploying the "Always There Repair" for Oakland, neighboring cities and Alameda County county-wide.

Mini-Grant #: 25-12 Jennifer Abbe, Equipment and Materials for Alameda and San Leandro Schools, Alameda, West County, $5,000.00 - Funds will be used to fund replacement recycling and compost bins, stickers, trash pickers, vests and reusable lesson plans for Alameda school and provide new materials for San Leandro schools that are not yet compliant with state law or who have slid backwards during COVID.

Mini-Grant #: 25-13 Jennifer Abbe, Equipment and Materials for Newark and Dublin Schools, Alameda, West County, $5,000.00 - Funds will be used to fund replacement recycling and compost bins, stickers, trash pickers, vests and reusable lesson plans for Newark and Dublin schools and provide new materials for schools that are not yet compliant with state law or who have slid backwards during COVID.

Mini-Grant #: 25-14 Jennifer Abbe, Equipment and Materials for San Ramon Schools, Alameda, West County, $5,000.00 - Funds will be used to fund replacement recycling and compost bins, stickers, trash pickers, vests and reusable lesson plans for San Ramon schools and provide new materials for schools that are not yet compliant with state law or who have slid backwards during COVID.

Mini-Grant #: 25-15 Power2Sustain, Power2Sustain-Waste Prevention and Environmental Sustainability Lessons & Activities for K-12 students in Alameda County, Alameda, West County, $5,000.00 - Funds will be used to recruit and onboard up to 100 teachers, engaging up to 3,000 students across as many as 15 schools for this special Waste Reduction & Sustainability Teaching and Learning Project.

Mini-Grant #: 25-16 Resource Area For Teaching (RAFT), Material Diversion and Delivery Program, Alameda, West County, $5,000.00 - Funds will be used to provide standards-aligned, hands-on STEAM Project Kits and creative reuse materials to up to two Title-1 schools, extended learning sites and nonprofits in Alameda County.

Mini-Grant #: 25-17 Race to Zero Waste, Zero-Waste Station Pop-Up Program, South San Francisco, West County, $5,000.00 - Funds will be used to provide training, support, and the materials for award winning Zero Waste Stations to organizations, community groups, schools or other entities to help them meet their goals of educating their community on reducing waste, diverting waste at community events and of collecting items to reuse through the "Fourth Bin."

Mini-Grant #: 25-18 Spokeland, Spokeland Program Bike Build Expansion, Oakland, West County, $5,000.00 - Funds will be used to supplement existing funding for two programs: Bike Build and Do-It-Together. The funding will ensure the success of the operations through compensating the mechanics (staff), purchasing operational supplies and covering a portion of the rent necessary for the space where tools, bikes, and bike parts are stored.

Mini-Grant #: 25-19 Rotary Nature Center Friends, Rotary Nature Center Friends, Albany, West County, $5,000.00 - Funds will be used to expand the educational outreach and promote waste prevention and recycling initiatives at Lake Merritt, by enhancing waste management practices through hands-on learning and community engagement.

Mini-Grant #: 25-20 Rock Paper Scissors, Textile Reuse Initiative, Oakland, West County, $5,000.00 - Funds will be used to teach sustainable practices around material sourcing, offer classes on mending and upcycling existing garments, raise awareness and better pipelines to textile recycling based on California's Senate Bill 707 and replace the stock of vintage sewing machines with more modern, refurbished machines.

Mini-Grant #: 25-21 urban university, Single Moms Sewing Project, Oakland, West County, $5,000.00 - Funds will be used to offer a 12 week job training component that creates community awareness of the impact of fashion on the environment; mitigates the impact of landfill operations through upcycling clothing textiles into new consumer products; offers the City of Oakland a community based solution to the emerging problem of fast fashion.

Mini-Grant #: 25-22 Bay Area Redwood, Reclaimed Wood Compost Bins for Forestr Community Spaces, Hayward, West County, $4,000.00 - Funds will be used to create 30 Reclaimed Wood Compost Bins utilized in 6 community parks, gardens and educational spaces overseen by Forestr.org-several of these spaces are in low-income and disadvantaged communities in the unincorporated areas around Hayward.

Mini-Grant #: 25-23 Keep Oakland Beautiful, Oakland's Food Bins for Climate Change, Oakland, West County, $5,000.00 - Funds will be used to create district wide awareness of food waste prevention and composting through education, fun student-led campaigns, community involvement, and school-level leadership initiatives by clearly communicating the benefits of reducing food waste, making composting convenient and encouraging positive behavioral change through strategies including competitions, rewards and beautifully designed reminders.

Mini-Grant #: 25-24 Oakland Asian Cultural Center, OACC's Landfill Footprint One Plate at a Time, Oakland, West County, $5,000.00 - Funds will be used to decrease the amount of trash the center generates and transform our center's disposable culture into a reusable culture, ultimately becoming a model for this cultural change within the Oakland Chinatown Community.

Mini-Grant #: 25-25 Local Ecology and Agriculture Fremont (LEAF), Creative Reuse Crafting Classes, Fremont, West County, $5,000.00 - Funds will be used to offer 12 crafting and fiber art classes focused on sustainable living, waste prevention, and repair to become familiar with making and mending using second hand craft supplies.

Mini-Grant #: 25-26 Emery Unified School District, EUSD Green Team Rewards Program (6-12), Emeryville, West County, $3,000.00 - Funds will be used to revitalize an existing incentive model that encourages academic excellence while fostering environmental stewardship among students in grades 6-12.

Mini-Grant #: 25-27 WasteWhat, Improving Messaging and Signage to Educate Consumers on the Multi-Dimensional Benefits of Reducing Household Waste, Oakland, West County, $5,000.00 - Funds will be used to change the culture and behavior of consumption and how it relates to waste and other environmental impacts.

Mini-Grant #: 25-28 WasteWhat, Facilities and Circular Packaging Upgrades to Divert More Single-Use Waste in Alameda County, Oakland, West County, $4,750.00 - Funds will be used to continue to create alternative, climate-conscious choices for essential home-good, also furthering the mission of community education in the ethos of refill, bulk-buying and waste reduction.

Mini-Grant #: 25-29 Alameda Green Schools Challenge, Alameda County Green Schools Challenge, Alameda, West County, $5,000.00 - Funds will be used to provide direct technical assistance to district child nutrition directors, district facility managers, custodial staff and faculty; classroom instruction in waste reduction, recycling and composting provided by a credentialed teacher with expertise in Zero Waste; student green team training.

Mini-Grant #: 25-42 Dorothy Day House, Dorothy's Closet-A Voucher Based Sustainability & Community Resource Center, Berkeley, West County, $5,000.00 - Funds will be used to expand the Dorothy Dollars voucher system, increasing textile recycling efforts, enhancing educational programming and improving store operations.

The total 2025 Expenditure Plan budget of $135,000 for Mini-Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $139,570.00 in Mini-Grants was approved.

Project Grants

The Education Advisory Board awarded 12 Project Grants to the following projects:

Project Grant #: 25-30 Food of God, Expanding our Food Recycling and Redistribution Program, Oakland, West County, $23,250.00- Funds from this grant will be used to enrich and expand its feeding program at the new satellite hub at De Fremery Recreation Center and Park by adding a weekly hot meal feeding program. This food program gives an opportunity to build trust and strengthen relationships across diverse sectors, beliefs and practices while identifying the needs and solutions of this long-neglected West Oakland community, who are directly impacted by food security.

Project Grant #: 25-31 Chabot-Las Positas Community College District, Chabot College Zero Waste Initiative Implementation Pilot Project, Dublin, East County, $40,000.00- Funds from this grant will be used to support comprehensive planning, education, outreach and training in food waste prevention, food donation, and organics separation pursuant to SB 1383; significantly reduce landfill waste and greenhouse gas emissions by integrating organics into the college campus sorting, collection and waste processing streams to comply with SB 1383, County of Alameda and local ordinances; engage the campus and local community in climate education and sustainability education, outreach and training activities; provide a learning opportunity and job training for Student Assistants, Student Club and Senate Leaders on campus; establish baseline waste measures through waste audits, surveys and operations review.

Project Grant #: 25-32 Fixit Clinic, ChromeBook Conversion Curriculum, Berkeley, West County, $15,750.00- Funds from this grant will be used to encourage school districts to reincorporate expired ChromeBooks into their digital literacy curriculum through deploying "ChromeBook Conversion" workshops to as many school districts or individual schools that will consider them, thus empowering students to concert ChromeBooks into general purpose computers that can be repurposed for use by themselves or by others in their communities in need of a laptop.

Project Grant #: 25-33 The Center at Oakland Unified School District, Special Staffing Support: Compost Systems Sustainability Service Corps Fellow, Oakland, West County, $31,000.00- Funds from this grant will be used to contribute to The Center's work on key issues related to composting and waste prevention, TK-12 youth education and career exposure on these subjects. They will also increase The Center's organizational capacity by taking on critical project-based responsibilities that help build out the staffing infrastructure.

Project Grant #: 25-34 Common Vision, Regeneration Nation (Expanded), Berkeley, West County, $38,362.00- Funds from this grant will be used to continue to grow and develop a movement for Regeneration Nation; support the regeneration of healthy soil by teaching kids and the community how to compost, not only with worms, but by using chicken manure and carboard recycling and mulching; elevate and continue to develop the teachings about food waste and reduction and organics separation, Support SB 1383 by distributing over 100,000 pounds of recovered food from large scale food generators at 4 garden and community sites; use compost and worm casing as a revenue positive action that benefits the community and earth by launching W'Oakland Wigglers; duplicate the program components that have changed the culture/behavior of waste prevention and recycling at Prescott Elementary at the other W. Oakland schools.

Project Grant #: 25-35 Rebuilding Together East Bay Network (RTEBN), Making Reuse Sustainable through Community Coalitions and EXO Expansion, Berkeley, West County, $20,000.00- Funds from this grant will be used to create a coalition of local thrift stores in Alameda County, develop a public-facing map of participating stores by December 2025, and launch a community-wide marketing campaign to promote sustainable shopping and reuse. The map will spotlight thrift stores in Berkeley and Oakland, and guide ECO donations to coalition members based on store specialization. ECO clean out services will prioritize donations to these coalition partners, helping ensure a consistent flow of high-quality, curated goods that align with each store's focus and improve their financial sustainability. Community engagement will be driven through blog posts, social media outreach, and reuse education, with metrics such as digital engagement, survey feedback, and store-reported foot traffic used to assess the campaign's impact on shopping behavior and waste reduction.

Project Grant #: 25-36 Orta Kitchen Garden, Zero waste packaging process streamlining and internship, Berkeley, West County, $15,710.00- Funds from this grant will be used to set up an initial internship position that would train young people to use and manage plastic-free packaging; show them real life examples of how a plastic-free supply chain works; help change the culture of plastic-wrapped everything by giving a concrete counter example; give the intern the tools and contacts to bring plastic-free packaging to other organizations.

Project Grant #: 25-37 San Lorenzo Help Center, Improving health outcomes through food recovery, San Lorenzo, West County, $6,000.00- Funds from this grant will be used to provide 75% of the pantry food support recovered or rescued food; increase food access to low income families by utilizing the mobile pantry and extending pantry hours at the warehouse; educate the community food waste generators, volunteers and clients as well as legislators, in supporting the program with food donations and funding, to understand the impact on the planet an decrease organic food waste.

Project Grant #: 25-38 Emery Unified School District, Emery Unified School District Club Facilitator, Emeryville, West County, $20,000.00- Funds from this grant will be used to teach students zero waste principles, ecological stewardship, and sustainable behaviors through hands on activities in lunch monitoring, composting and waste reduction initiatives; strengthen the partnership between EUSD and the City of Emeryville; ensure all students have an opportunity to participate in environmental education and hands on sustainability projects, regardless of grade.

Project Grant #: 25-39 Laurel District Association, SCRAP: Sustainable Composting, Recycling, Arts & Puppetry, Oakland, West County, $8,000.00- Funds from this grant will be used to directly promote waste reduction by educating attendees on proper waste sorting, composting methods, recycling practice and the creative reuse of materials through an interactive “Sort It Out!” puppet booth, featuring “Compton the Compost Pile.”

Project Grant #: 25-40 Acta Non Verba: Youth Urban Farm Project, ANV’s Community Kitchen: A Beacon of Sustainability, Oakland, West County, $15,000.00- Funds from this grant will be used to purchase 300 sets (fork, knife and spoon_ of reusable silverware, 200 mugs, 200 iced coffee cups, 200 trays and 400 plates to reduce waste at West Oakland Farm Park; provide waste reduction and sustainability education to the Oakland community by designing and installing signage around the kitchen that details educational information and suggested sustainability-at-home actions; host at least 300 people in the kitchen from opening until June 2026.

Project Grant #: 25-41 Waterside Workshops, Waterside Workshops’ Climate Action Project, Berkeley, West County, $15,000.00- Funds from this grant will be used to manage 2 paid part time Alameda County youth interns (ages 14-24) to comprise the Climate Action Team and will partner with StopWaste.org to design and implement a waste management system for its three buildings and the Berkeley Aquatic Park thus allowing the Climate Action Team to train staff and community members to precent waste and recycle appropriately.

The total 2025 Expenditure Plan budget of $286,000 for Project Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $238,072.00 in Project Grants was awarded.

Multi-Year Grants

The Education Advisory Board awarded 1 Multi-Year Grants in the 2025 cycle.

Multi-Year Grant #: 25-43(1) Oakland Public Education Fund c/o Homies Empowerment, Homies Empowerment Food Ecosystem Development, Oakland, West County, $40,000.00- Funds from this grant will be used to target the critical issue of food insecurity in East Oakland by addressing the gap in local food systems by creating a community-driven food ecosystem that empowers residents through access, ownership and education.

The total 2025 Expenditure Plan budget of $110,040 for Multi-Year Grants was approved by the Board along with the option to carry over all unexpended funds from previous grant years and expend if necessary. A total of $40,000.00 in Multi-Year Grants was awarded.

ALARM Mitigation Projects

Pursuant to the terms of the settlement agreement, the 2025 Expenditure Plan set aside $0 for mitigation projects for landowners in the vicinity of the landfill. The Education Advisory Board corresponded with ALARM (Altamont Landowners Against Rural Mismanagement) to notify them of the available funding. No applications were submitted for consideration during the 2025 funding cycle. The Board will continue to communicate with ALARM regarding appropriate projects for funding.

CITY COUNCIL AGENDA REPORT

April 21, 2026
Community and Economic Development

TITLE: ADOPT A RESOLUTION AUTHORIZING (1) CONTINUED PARTICIPATION OF THE CITY OF PLEASANTON IN THE ALAMEDA COUNTY HOME CONSORTIUM AND (2) EXECUTION OF THE NECESSARY DOCUMENTS TO MAINTAIN ELIGIBILITY OF THE CONSORTIUM FOR HOME PROGRAM FUNDS IN ACCORDANCE WITH THE NATIONAL AFFORDABLE HOUSING ACT OF 1990

SUMMARY

The City needs to renew the cooperative agreement with Alameda County to continue Pleasanton's participation in the Alameda County HOME Consortium for the next three fiscal years (2027, 2028, and 2029). The proposed action is necessary for the City to continue receiving an annual federal HOME grant for affordable housing projects and activities.

RECOMMENDATION

Adopt a resolution authorizing the renewal of a cooperative agreement with Alameda County to participate in the Alameda County HOME Consortium for the purpose of receiving federal HOME funds for affordable housing development for Fiscal Years 2027, 2028, and 2029.

BACKGROUND

The Home Investment Partnership Program (HOME) was established through the Cranston-Gonzalez National Affordable Housing Act of 1990 to provide funding for the new construction or substantial rehabilitation of affordable housing. The program is separate from other federal programs, such as the Community Development Block Grant (CDBG) program.

When the HOME program was first established, the only cities in Alameda County that met the Department of Housing and Urban Development (HUD) criteria for an independent HOME funding allocation were Oakland and Berkeley. To attain eligibility to receive a HOME funds allocation, the remaining smaller jurisdictions in Alameda County entered into an agreement in 1993 to form the Alameda County HOME Consortium. The Consortium provided the necessary mass to qualify as a "jurisdiction" for the purpose of receiving HOME funds.

Pleasanton has been a member of the Alameda County HOME Consortium since 1993, and has participated in the HOME program through an existing cooperative agreement with Alameda County, which was approved by the City Council in 1993 and renewed every three years. The last three-year cooperative agreement was approved in 2023. The agreement delegated to the City Manager the authority to perform the necessary administrative functions related to the HOME program during the terms of the past three-year cooperative agreements. The current cooperative agreement expires on June 30, 2027.

Through this participation, the City has been eligible to receive approximately $130,000 of HOME funds each year. The use of these funds over the past 25 years is shown in Attachment 3, and has included contributions to affordable housing projects, and in more recent years,

ongoing funding of rental subsidies (Rapid Rehousing Program) and the City's Housing Rehabilitation Loan program.

DISCUSSION

With the start of a new three-year term in FY 2027-29 (beginning July 1, 2027), the County has requested that each participating jurisdiction renew its participation in the Consortium by renewing its cooperative agreement. HUD regulations require the agreements to be in place at least one year before the start of the fiscal year.

The updated agreement is included as Attachment 2. It is substantially the same as the current agreement and would confirm Pleasanton's continued participation as a member of the Alameda County HOME Consortium for the next three fiscal years (2027, 2028, and 2029). Pleasanton would continue to receive a formula allocation of HOME funds, expected to be approximately $130,000 per year based on recent allocations, but which will vary each year with federal funding trends.

The cooperative agreement designates Alameda County as the lead agency and representative member of the Consortium, as required by HUD. The City Manager would continue to serve as the City's designated recipient for all communication regarding the HOME program. The City's Housing Manager would continue to attend bi-monthly meetings of the HOME Technical Advisory Committee (TAC), a committee composed of representatives from all jurisdictions in the Consortium that reviews funding proposals and provides recommendations on policies and spending priorities.

The term of the agreement would be three fiscal years (July 1, 2027, through June 30, 2030), the minimum period allowed by HUD. As with the prior agreement, the renewed agreement would authorize the City Manager to take all necessary administrative actions to carry out the City's participation in the HOME Consortium during the next three years. Specific decisions regarding the use of HOME funds would still be subject to review and approval by the City Council.

In addition to making the City eligible to receive HOME funds, one of the continued benefits of the City's participation in the HOME Consortium is the partial fulfillment of the City's obligation under HUD's Consolidated Plan strategy. Since the 1990s, the City has participated jointly with the Consortium to submit the five-year Consolidated Plan and annual Action Plan to HUD. These detailed documents are required for both the HOME and CDBG programs. Participation in the Consortium promotes coordination of housing and community development efforts throughout the county and reduces the administrative burden on individual jurisdictions by allowing the submittal of consolidated planning and reporting documents to HUD.

EQUITY AND SUSTAINABILITY

The action directly implements the Housing Element that serves as the City’s strategy for addressing its housing needs for residents at all income levels. Housing Element Policy 3.3 preserves the affordability of restricted units affordable to extremely low-, very low-, and low-income households for the longest term feasible, including requiring units to be deed-restricted in perpetuity whenever allowable, to minimize the risk of affordable units being converted to market-rate housing over time.

OUTREACH

No outreach was conducted, as this item is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton Citywide Strategic Plan, Goal E: *Building a Community Where Everyone Belongs*:

- Strategy 6 – Implement the Housing Element and develop a plan to end homelessness to meet state requirements and provide opportunities for additional housing and shelter in the community
- Strategy 12 – Implement the results of the Human Services Needs Assessment and streamline housing, human services, and community grant programs to increase program participation and access.

FISCAL IMPACT

Approval of the attached agreement with the County will enable the City to maintain its eligibility to receive an annual grant of HOME funds estimated at approximately $130,000 per year for the next three years. As per the current agreement, five percent of the City's annual HOME grant (approximately $6,500) would go to the County as the City's contribution toward central administration of the HOME program by the County.

Prepared by:	Submitted by:	Approved by:
Steve Hernandez, Housing Division Program Manager	Ellen Clark, Director of Community and Economic Development	Gerry Beaudin, City Manager

Attachments:

1. Resolution
2. Cooperative Agreement
3. HOME Allocations since 2000

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING THE CONTINUED PARTICIPATION OF THE CITY OF PLEASANTON IN THE ALAMEDA COUNTY HOME CONSORTIUM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029 FOR HOME FUNDS AND AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO MAINTAIN THE ELIGIBILITY OF THE CONSORTIUM FOR HOME PROGRAM FUNDS IN ACCORDANCE WITH THE NATIONAL AFFORDABLE HOUSING ACT OF 1990

WHEREAS, the Congress of the United States enacted the Cranston-Gonzalez National Affordable Housing Act of 1990, hereinafter called the "Act", and Federal regulations have been adopted pursuant thereto; and

WHEREAS, Title II of the Act creates the Home Investment in Affordable Housing Program, hereinafter called "HOME", which provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing, and tenant-based rental assistance; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out the purposes of the Act; and

WHEREAS, the City desires to continue in the Alameda County HOME Consortium for federal fiscal years 2027, 2028, and 2029 along with the cities of Alameda, Fremont, Hayward, Livermore, San Leandro, and Union City, and the Alameda County Urban County consisting of the cities of Albany, Dublin, Emeryville, Newark, Piedmont, and the unincorporated County.

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

SECTION 1. The City Council authorizes the City's continued participation in the Alameda County HOME Consortium for a three-year period (federal fiscal years 2027, 2028, and 2029) for the purposes of securing federal HOME funds.

SECTION 2. The City Council authorizes the City Manager to execute the necessary documents to maintain eligibility of the Alameda County HOME Consortium for HOME program funds in accordance with the National Affordable Housing Act of 1990.

SECTION 3. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of

Pleasanton at a regular meeting held on April 21, 2026.

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 April 21, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

COOPERATIVE AGREEMENT
BETWEEN
CITY OF PLEASANTON
AND
THE COUNTY OF ALAMEDA

This AGREEMENT, made and entered into on the 2nd day of June, 2026, between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California (hereinafter referred to as the "COUNTY"), and the CITY OF PLEASANTON, a municipal corporation located with Alameda County (hereinafter referred to as the "CITY").

RECITALS

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990, hereinafter referred to as "the Act", and Federal regulations have been adopted pursuant thereto; and

WHEREAS, Title II of the Act creates the HOME Investment Partnership Program hereinafter referred to as "HOME," that provides funds to participating jurisdictions for acquisition, rehabilitation, and new construction of affordable housing, and providing tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties States, and consortia of local governments; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act; and

WHEREAS, the Act requires that a local government member of an urban county participating in HUD's Community Development Block Grant (CDBG) program may participate in a consortium only through the urban county, and COUNTY is the lead agency of the Alameda County Urban County; and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity as lead entity for all members for purposes of the Act and to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

WHEREAS, COUNTY has sufficient legal authority and administrative capacity to carry out the purpose of the HOME program on behalf of the Alameda County HOME Consortium ("CONSORTIUM") members and is the lead entity of the CONSORTIUM for the purposes of the Act, assuming overall responsibility for the Act on behalf of the CONSORTIUM members, including ensuring compliance with the requirements of the HOME program and Consolidated Plan. The COUNTY, as lead agency, has the authority to amend the consortium agreement on behalf of all members to add new qualifying members from the Alameda County Urban County to the CONSORTIUM when notified by HUD that it is appropriate to do so.

THEREFORE, it is agreed that:

1. CITY and COUNTY will cooperate in the operation of the CONSORTIUM, for the purpose of undertaking or assisting in undertaking HOME-eligible housing assistance activities pursuant to Title II of the Act including but not limited to, acquiring, rehabilitating, and constructing affordable housing and providing homebuyer and tenant-based rental assistance.

2. COUNTY is authorized to and shall act in a representative capacity as the lead entity for all members of the CONSORTIUM for the purposes of administering the HOME program.

3. COUNTY assumes overall responsibility for ensuring that the CONSORTIUM's HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan.

4. CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to CITY before COUNTY submits final Consolidated Plan to the U.S. Department of Housing and Urban Development. COUNTY shall incorporate CITY changes in Consolidated Plan, if any, provided that they meet HOME requirements.

5. CITY shall approve each project funded with HOME funds within CITY before COUNTY approves funding project with HOME funds, provided that CITY approval or disapproval does not obstruct the implementation of the approved Consolidated Plan.

6. There shall be a Technical Advisory Committee for the Consortium to recommend spending priorities, policies, and review projects and proposed expenditures. CITY shall designate a staff member to participate on the Technical Advisory Committee.

7. CITY shall designate a representative to whom all notices and communications from COUNTY shall be directed. COUNTY'S duty to notify CITY shall be complete when the communication is sent to the designated representative. It is the exclusive duty of the designated representative to notify the appropriate individuals or departments within CITY.

8. To carry out activities under this Agreement, COUNTY shall allocate to CITY a portion of HOME funds received under the Act. Initial allocations shall be approved by the Technical Advisory Committee for the CONSORTIUM. If necessary to meet HOME

requirements, funds will be reallocated by COUNTY in accordance with such needs, objectives, or strategies as COUNTY shall decide. In preparing such needs, objectives, or strategies, COUNTY shall consult with CITY and Technical Advisory Committee before making its determinations.

9. Each party to this agreement and each CONSORTIUM member shall affirmatively further fair housing.

10. CITY shall pay COUNTY an annual fee to help defray COUNTY'S costs to administer the Consortium and perform monitoring, record-keeping, and reporting required by the Act. Such fee shall be based upon COUNTY'S expected actual costs and shall in no case exceed five percent (5%) of the CITY'S annual allocation of HOME funds.

11. CITY shall provide COUNTY with all of the following information concerning CITY and the activities CITY carries out under this agreement which COUNTY requires to be prepared: 1) documents required to be submitted to HUD, 2) annual HOME performance report, 3) such other documents as COUNTY may require to carry out eligible housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by COUNTY. In addition, CITY agrees to make available upon request all records concerning the activities carried out under this agreement for inspection by COUNTY or Federal officials during regular business hours.

12. Pursuant to Government Code Section 895.4, CITY shall defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from CITY'S performance of this Agreement and caused by any act or omission of CITY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claim, suits, actions, losses, or liabilities arise from any act or omission of COUNTY.

13. Pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify, and hold harmless CITY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from COUNTY'S performance of this Agreement and caused by any act or omission of COUNTY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claims, suits, actions, losses, or liability arise from any act or omission of CITY.

14. CITY agrees to defend, indemnify, and hold harmless all other cities participating in the Alameda County HOME CONSORTIUM for CITY'S negligent acts or omissions arising from this Agreement.

15. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect unless amended, until the HOME funds received during each of the federal fiscal years of the qualification period (2027, 2028, and 2029) are expended on eligible activities or returned to HUD. CITY will be included in the

Consortium for a minimum of three (3) federal fiscal years, specifically federal fiscal years 2027, 2028 and 2029. CONSORTIUM members, including CITY, shall not withdraw from the CONSORTIUM during this period.

16. The beginning of the CONSORTIUM's program year is July 1 and the end of the CONSORTIUM's program year is June 30. All CONSORTIUM members, including CITY, must be on the same program year for CDBG, HOME, Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) programs.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

By: _____
President of the Board of Supervisors

Date: _____

CITY OF PLEASANTON

By: _____
Gerry Beaudin,
City Manager

Date:_____

Attest:

By: _____

Jocelyn Kwong,
City Clerk

Date:_____

Approved as to form by:
Andrea Weddle, Interim County Counsel

By: _____
Kathleen Flynn,
Deputy County Counsel

Approved as to form by:

By: _____
Daniel G. Sodergren,
City Attorney

Date:_____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

Fiscal Year	Amount	Project
2000	$154,754	Assistance to Deaf Senior Retirement Corporation to construct a regional housing complex for deaf seniors in Fremont; funding of monthly rent subsidies for TVHSP
2001	$168,947	Acquisition by HOUSE, Inc., of fourth residence in Pleasanton for adults with developmental disabilities; funding of monthly rent subsidies for TVHSP
2002	$175,828	Assistance to Allied Housing, Inc., to construct a regional housing complex for dually-diagnosed formerly homeless persons in Castro Valley; funding of monthly rent subsidies for TVHSP
2003	$187,391	Assistance to Allied Housing, Inc., to construct a regional housing complex for dually-diagnosed formerly homeless persons in Castro Valley; funding of monthly rent subsidies for TVHSP
2004	$177,328	Assistance to Allied Housing, Inc., to construct a regional supportive housing complex for disabled and victims of domestic violence in Livermore; funding of individual loans through the City's Housing Rehabilitation Program; funding of monthly rent subsidies for TVHSP
2005	$178,307	Acquisition by REACH (formerly HOUSE, Inc.) of fourth residence in Pleasanton for adults with developmental disabilities; funding of monthly rent subsidies for TVHSP
2006	$160,943	Acquisition by REACH (formerly HOUSE, Inc.) of fifth residence in Pleasanton for adults with developmental disabilities; funding of individual loans through the City's Housing Rehabilitation Program; funding of monthly rent subsidies for TVHSP
2007	$158,436	Acquisition by REACH (formerly HOUSE, Inc.) of fifth residence in Pleasanton for adults with developmental disabilities; funding of monthly rent subsidies for TVHSP
2008	$151,342	Acquisition by REACH (formerly HOUSE, Inc.) of fifth residence in Pleasanton for adults with developmental disabilities; funding of individual loans through the City's Housing Rehabilitation Program; funding of monthly rent subsidies for TVHSP
2009	$174,576	Funding of monthly rent subsidies for TVHSP and individual loans through the City's Housing Rehabilitation Program
2010	$87,520	Funding of monthly rent subsidies for TVHSP and individual loans through the City's Housing Rehabilitation Program
2011	$153,185	Assistance to MidPen Housing to redevelop Kottinger Gardens, a senior housing community; funding of individual loans through the City's Housing Rehabilitation Program; funding of monthly rent subsidies for TVHSP
2012	$74,678	
2013	$75,969	
2014	$81,270	
2015	$74,756	Funding of monthly rent subsidies for TVHSP and individual loans through the City's Housing Rehabilitation Program
2016	$82,956	Funding of monthly rent subsidies for TVHSP and individual loans through the City's Housing Rehabilitation Program
2017	$85,838	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program
2018	$129,198	Funding of individual loans/grants through the City's Housing Rehabilitation Program
2019	$129,608	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program
2020	$133,724	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program
2021	$125,935	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program
2022	$137,663	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program
2023	$133,789	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program
2024	$122,215	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program
2025	$460,739	Funding of monthly rent subsidies for Rapid Re-Housing (formerly TVHSP) and individual loans/grants through the City's Housing Rehabilitation Program. $130,000 allocation includes $330,700 in program income from a $260,000 HOME Loan that was paid off after the sale of Promenade Apartments as well as several housing rehabilitation program loans totaling approximately $70,700 that were repaid.

CITY COUNCIL AGENDA REPORT

April 21, 2026
Community and Economic Development

TITLE: ADOPT A RESOLUTION APPROVING THE 10-YEAR ALAMEDA COUNTY TRANSPORTATION COMMISSION MASTER PROGRAMS FUNDING AGREEMENT FOR MEASURE BB AND VEHICLE REGISTRATION FEES AND THE ONE-YEAR MASTER PROGRAMS FUNDING AGREEMENT FOR MEASURE B, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

SUMMARY

The Alameda County Transportation Commission (Alameda CTC) requires an update to the Master Programs Funding Agreements. These new agreements will replace the existing agreement between Alameda CTC and the City of Pleasanton and serve as the contracts for the distribution and receipt of Measure B and Measure BB transportation sales tax and Vehicle Registration Fee (VRF) revenues.

RECOMMENDATION

Adopt a resolution approving the 10-year Alameda CTC Master Programs Funding Agreement for Measure BB and VRF, and the 1-year Master Programs Funding Agreement for Measure B, and authorize the City Manager to execute the agreements.

BACKGROUND

Alameda CTC is responsible for the distribution of revenues generated through the Measure B, Measure BB, and the Vehicle Registration Fee (VRF) Programs. Over half of these revenues are distributed by formula directly to twenty local jurisdictions to support locally managed transportation, bicycle and pedestrian, transit, and paratransit programs.

In order to receive Measure BB/VRF “Direct Local Distribution” (DLD) funds, all recipients are required to maintain a Master Programs Funding Agreement (MPFA) with the Alameda CTC.

The City of Pleasanton approved the current MPFA in 2016, and the ten-year agreement expires on June 30, 2026. To ensure consistent implementation across all DLD funds and to continue uninterrupted distribution of Measure BB and VRF funds to recipients, Alameda CTC has provided two MPFA’s. There is a 10-year MPFA for Measure BB and VRF and a 1-year MPFA for Measure B to allow for the final expenditure of the existing balance of $238,720. (This remaining amount was identified in the City's Audited Financial Statement for Fiscal Year Ending June 30, 2025).

DISCUSSION

New Master Programs Funding Agreements have been developed for adoption by all local jurisdictions, the County, and transit operators that are current recipients of Measure B, Measure BB, and VRF Programmatic Pass-through funds.

These agreements are nearly identical to the 2016 MPFA, with the main exception of removing

Measure B from the 10-year agreement and including it as a separate 1-year agreement to ensure all Measure B funds are expended prior to July 1, 2027.

The only other significant change is the integration of performance measures in the annual reporting. This effort aims to improve efficiency in the recipient agencies' reporting requirements under the agreements and in Alameda CTC's oversight of expenditure of funds.

EQUITY AND SUSTAINABILITY

These two Master Programs Funding Agreements (Measure B and Measure BB/VRF) support equity and sustainability outcomes by requiring documented, reportable investments in active transportation, safety, and state-of-good-repair; tracking investments in equity communities; and ensuring transparent, public-facing communications and oversight of how funds are used.

OUTREACH

No public outreach was conducted specifically for this administrative item. However, both agreements include clear public information and engagement requirements, including:

- **Participation in a Public Awareness Program** in partnership with Alameda CTC and/or its community advisory committees, to ensure the public can identify which projects/programs are funded by these transportation tax and fee revenues.
- **Project/vehicle signage** (where practical) noting Measure B / Measure BB / VRF funding, improving transparency and public trust.
- **Website posting requirements** to provide current information on how the City is using the funds.
- **Responsiveness to oversight bodies and inquiries**, including making staff available to report/answer questions before the Commission, Independent Watchdog Committee, and/or community advisory committees as applicable.
- **Annual compliance reporting** and performance reporting processes that also function as a formal accountability and communications channel.

STRATEGIC PLAN ALIGNMENT

Approval of the Measure B and Measure BB/VRF Master Programs Funding Agreements supports implementation of the City's ONE Pleasanton Strategic Plan by enabling continued investment in street maintenance, multimodal safety and connectivity, and accessible mobility programs while requiring strong fiscal controls and public transparency. The agreements require annual independently-audited financial statements, annual compliance/performance reporting, website updates, and participation in Alameda CTC's public awareness efforts. The agreements also embed equity and sustainability accountability through required reporting on investments in defined equity communities, performance reporting on safety investments on priority networks, and (for Measure BB Local Streets and Roads funds) a required minimum 15 percent annual investment benefiting bicyclists and pedestrians.

FISCAL IMPACT

There is no immediate fiscal impact as part of this action; however, execution of the Master Programs Funding Agreement prior to July 1, 2026, will allow an uninterrupted flow of transportation funds to the City from Measure BB and VRF revenues and continued expenditure of Measure B, Measure BB, and VRF funds.

Prepared by:	Submitted by:	Approved by:
Mike Tassano, Traffic Engineer/Deputy Director of Community and Econ Dev	Ellen Clark, Director of Community and Economic Development	Gerry Beaudin, City Manager

Attachments:

1. Resolution with Exhibits

RESOLUTION NO. 26-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE ALAMEDA COUNTY TRANSPORTATION COMMISSION MASTER PROGRAMS FUNDING AGREEMENT

WHEREAS, voters approved the 20-year Measure B half-cent transportation sales tax in 1986 and reauthorized it in 2000, and the Alameda County Transportation Commission (Alameda CTC) is responsible for the distribution of the sales tax funds; and

WHEREAS, voters approved the Vehicle Registration Fee (VRF) of $10 in 2010, and the Alameda CTC is responsible for the distribution of the fee revenues; and

WHEREAS, voters approved the 30-year Measure BB in 2014, extending the existing half-cent transportation sales tax and approving an additional half-cent transportation sales tax, and the Alameda CTC is responsible for the distribution of the fee revenues; and

WHEREAS, Measure B, Measure BB, and VRF require the City of Pleasanton to enter into a Master Programs Funding Agreement with Alameda CTC for receipt and eligibility of funds known as direct local distribution to local jurisdictions by established formulas to support bicycle and pedestrian, local transportation (local streets and roads), transit, and paratransit programs; and

WHEREAS, the City of Pleasanton entered into a 10-year Master Programs Funding Agreement with Alameda CTC in 2012 for Measure B and VRF funds; and

WHEREAS, the City of Pleasanton entered into a new 10-year Master Programs Funding Agreement that superseded the previous agreements with the Alameda CTC for Measure B, Measure BB, and VRF in 2016, and the Agreement is set to expire on July 1, 2026; and

WHEREAS, the Alameda CTC has developed a new 10-year Master Programs Funding Agreement that will supersede the existing 10-year Master Programs Funding Agreement for Measure BB and VRF funding distributions beginning July 1, 2026, included as **Exhibit A** to this resolution, and

WHEREAS, the Alameda CTC has developed a new one-year Master Programs Funding Agreement that will supersede the existing 10-year Master Programs Funding Agreement for Measure B beginning July 1, 2026, included as **Exhibit B** to this resolution, and

WHEREAS, implementation guidelines for each program are incorporated into the Master Programs Funding Agreement and guide fund eligibility and expenditures.

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

SECTION 1. The City of Pleasanton City Council approves the MPFAs attached as Exhibits A and B to this resolution.

SECTION 2. The City of Pleasanton shall comply with the Alameda CTC Master Programs Funding Agreements; and

The City of Pleasanton shall use Measure B, Measure BB, and/or Vehicle Registration Fee DLD funds for local transportation programs.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 the 21st day of April, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

MEASURE BB / VEHICLE REGISTRATION FEE
MASTER PROGRAMS FUNDING AGREEMENT
between the
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF PLEASANTON

This Measure BB / Vehicle Registration Fee Master Programs Funding Agreement ("AGREEMENT"), effective the 1st of July 1, 2026, is entered into by and between the Alameda County Transportation Commission ("ALAMEDA CTC") and the City of Pleasanton ("RECIPIENT").

RECITALS

A. On November 2, 2010, the voters of Alameda County approved Measure F, the Vehicle Registration Fee ("VRF") Program, pursuant to Section 65089.20 of the Government Code, thereby authorizing the Alameda County Congestion Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on each annual motor-vehicle registration or renewal of registration in Alameda County, starting in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

B. Funds raised by the VRF will be used exclusively for local transportation purposes in Alameda County that have a relationship or benefit to the owners of motor vehicles paying the VRF, including projects and programs identified in the expenditure plan approved by the voters as part of Measure F (the "VRF Expenditure Plan").

C. On June 24, 2010, the Alameda County Transportation Improvement Authority ("ACTIA") and ACCMA took the final actions to create ALAMEDA CTC, a joint powers authority, with all of ACTIA and ACCMA's functions and responsibilities. Pursuant to resolutions adopted by the ACCMA and ACTIA Boards and the governing body of the ALAMEDA CTC (COMMISSION"), ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC, including duties related to the VRF Program.

D. On November 4, 2014, the voters of Alameda County, pursuant to the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 *et seq.*, approved Measure BB, thereby authorizing ALAMEDA CTC to administer the proceeds from a one-half of one percent transaction and use tax applicable from April 1, 2015 through March 31, 2022, and a full one percent tax applicable from April 1, 2022 through March 31, 2045. The tax proceeds will be used to pay for the investments outlined in Alameda County's 30-Year Transportation Expenditure Plan ("Measure BB Expenditure Plan"), as it may be amended.

E. This AGREEMENT delineates the requirements of the Measure BB and VRF Direct Local Distribution ("DLD") funds that are directly allocated to local jurisdictions and transit operators, as

authorized by the VRF Expenditure Plan, and the Measure BB Expenditure Plan. Discretionary funds identified in these expenditure plans are not the subject of this AGREEMENT, and RECIPIENT will be required to enter into a separate agreement for those funds.

F. The parties to this AGREEMENT previously entered into a Master Programs Funding Agreement applicable to DLD funds distributed by ALAMEDA CTC, which expires as of June 30, 2026 ("ORIGINAL AGREEMENT"). This AGREEMENT is generally consistent with the ORIGINAL AGREEMENT, but the parties have determined that it is appropriate to enter into a new agreement rather than extending the ORIGINAL AGREEMENT.

G. This AGREEMENT was originally approved by the COMMISSION on February 26, 2026.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I: FUNDING ALLOCATIONS

1. This AGREEMENT authorizes the ALAMEDA CTC to allocate the DLD funds derived from Measure BB and VRF receipts as described in their respective voter-approved expenditure plans and as summarized in Table A: DLD Investment Summary and described below for different fund types.

Table A: DLD Investment Summary	
DLD Program	**Fund Program**
Bicycle and Pedestrian Program	Measure BB
Local Streets and Roads Program	Measure BB and VRF
Mass Transit Program	Measure BB
Paratransit Program	Measure BB

2. All DLD distributions pursuant to this AGREEMENT, and all provisions contained herein, shall be effective as of July 1, 2026. The ORIGINAL AGREEMENT shall govern and control all DLD distributions paid on or before June 30, 2026.

A. BICYCLE AND PEDESTRIAN PROGRAM

4. ALAMEDA CTC will distribute Measure BB DLD funds pursuant to a formula weighted 100 percent by the jurisdiction's population within the subarea. RECIPIENT's allocations are subject to change based on variations in annual population figures.

5. The Bicycle and Pedestrian Program Implementation Guidelines provide program eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

B. LOCAL STREETS AND ROADS (LOCAL TRANSPORTATION) PROGRAM

5. ALAMEDA CTC will distribute Measure BB DLD funds pursuant to a formula weighted 50 percent by the jurisdiction's population within the subarea and 50 percent by the number of road miles with the subarea. RECIPIENT's allocations are subject to change based on variations in annual population and road mile figures.

6. ALAMEDA CTC will distribute VRF DLD funds pursuant to a formula weighted 50 percent by the jurisdiction's population within the subarea and 50 percent of the number of registered vehicles in the subarea. RECIPIENT's allocations are subject to change based on variations in annual population and number of registered vehicle figures, as they are made available.

7. The Local Streets and Roads Program Implementation Guidelines provide program eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

8. RECIPIENT shall expend a minimum of 15 percent of all Measure BB funds received on project elements directly benefiting bicyclists and pedestrians.

C. MASS TRANSIT PROGRAM

1. ALAMEDA CTC will distribute Measure BB DLD funds pursuant to set percentages detailed in the Measure BB Expenditure Plan. RECIPIENT's percentage fund distribution, if applicable, is detailed in Measure BB Mass Transit Direct Local Distribution Summary, attached hereto as Exhibit A and incorporated into this AGREEMENT by reference. RECIPIENT's allocations are subject to change based on transit service changes.

2. The Mass Transit Program Implementation Guidelines provide program eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

D. PARATRANSIT PROGRAM

1. ALAMEDA CTC will distribute Measure BB DLD funds by subarea pursuant to percentages in the Measure BB Expenditure Plan. RECIPIENT's percentage fund distribution by subarea, if applicable, is shown on Exhibit A attached hereto and is incorporated into this AGREEMENT by reference.

2. Measure BB distributions to cities and local transit operators are based on a percentage of the population over age 70 in each of the four planning areas for city-based and mandated paratransit services of local bus transit providers.

3. ALAMEDA CTC will distribute Measure BB to the East Bay Paratransit Consortium pursuant to set percentages in the Measure BB Expenditure Plan to assist the Alameda-Contra Costa Transit District

and the San Francisco Bay Area Rapid Transit in meeting its responsibilities under the American with Disabilities Act (ADA).

4. Measure BB DLD funds may be further distributed to individual cities within each planning area based on a formula refined by PAPCO and approved by the COMMISSION. RECIPIENT's allocations are subject to change based on updated annual population figures.

5. The Paratransit Program Implementation Guidelines provide program eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

ARTICLE II: PAYMENTS AND EXPENDITURES

A. ALAMEDA CTC'S DUTIES AND OBLIGATIONS

1. Within five working days of actual receipt of the monthly Measure BB sales tax revenues and VRF revenues from the California Department of Tax and Fee Administration, the bond trustee, or the California Department of Motor Vehicles, Alameda CTC shall remit to the RECIPIENT its designated amount of available DLD funds disbursed on a monthly basis by the formulas described above.

2. ALAMEDA CTC shall annually update Measure BB and VRF fund revenue projections and the resulting fund allocation formulas to reflect the most current population using the California Department of Finance's annual population estimates (Report E-1 published in May); maintained road mileage from the California Department of Transportation; and the number of registered vehicles in each Alameda County subarea, using registered vehicle data provided by the California Department of Motor Vehicles, as it is made available. ALAMEDA CTC shall use the updated Measure BB and VRF program allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30.

3. ALAMEDA CTC shall report monthly to the public the amount of Measure BB, and VRF revenues distributed to RECIPIENT by each fund type monthly and for the fiscal year.

4. ALAMEDA CTC shall provide for an independent annual audit of its financial statements including revenues and expenditures and its calculation of the allocation formula for distributing Measure BB and VRF revenues to the various recipients, and render an annual report to the COMMISSION within 180 days following the close of the fiscal year.

5. ALAMEDA CTC shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this AGREEMENT, Measure BB Expenditure Plan, or the VRF Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure BB and VRF funds received in compliance with the applicable guidelines and Plan(s), including the Implementation Guidelines and performance measures, as they may be adopted or amended by ALAMEDA CTC from time to time.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure BB and VRF funds received. RECIPIENT must account for Measure BB and VRF funds, including any interest received or accrued, separately for each fund type, and from any other funds received from the ALAMEDA CTC. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. ALAMEDA CTC and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.

3. RECIPIENT shall expend Measure BB and VRF funds in compliance with the Timely Use of Funds Policies for Direct Local Distributions, as they may be adopted or amended by the COMMISSION from time to time.

4. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure BB and VRF revenues as reflected in the ballot measures, the Measure BB Expenditure Plan, and the VRF Expenditure Plan, and agrees to accept and utilize the California Department of Finance Estimates of Population figures (Report E-1, updated each May) for California cities and counties for the annual update of the sales tax allocation formulas to begin in each new fiscal year and registered vehicle data provided by the California Department of Motor Vehicles when available.

C. OTHER EXPENDITURE RESTRICTIONS

1. **Transportation Purposes Only:** RECIPIENT shall use all Measure BB and VRF funds solely for transportation purposes as defined by the authorizing ballot measures. Any jurisdiction that violates this provision must fully reimburse all misspent funds, including all interest which would have been earned thereon.

2. **Non-Substitution of Funds:** RECIPIENT shall use Measure BB funds and VRF funds to supplement and not replace existing property taxes used for transportation purposes.

3. **Fund Exchange:** Any fund exchanges made using Measure BB or VRF funds must be made for transportation purposes. ALAMEDA CTC will consider exchange proposals on a case-by-case basis.

4. **Staff Cost Limitations:** Direct costs associated with the delivery of programs and projects associated with Measure BB and VRF programs, including direct staff costs and consultant costs, are eligible uses of Measure BB and VRF funds. ALAMEDA CTC does not allow indirect costs, unless the RECIPIENT submits an independently audited/approved Indirect Cost Allocation Plan.

ARTICLE III: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, ALAMEDA CTC may withhold payment of further Measure BB and/or VRF funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall, by December 31st of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, separate independently audited financial statements for the prior fiscal year ended June 30 of Measure BB and VRF funds received and used.

2. RECIPIENT shall, by December 31st of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, annual program compliance reports regarding programs and projects on which RECIPIENT expended Measure BB and VRF funds.

3. RECIPIENT shall document expenditure activities and report on the performance of Measure BB and VRF funded activities through the annual program compliance reporting process, or through other ALAMEDA CTC performance and reporting processes as they may be requested, including but not limited to the annual performance report, annual program plan, planning monitoring reports. Program Performance Measures are attached hereto as Exhibit B.

4. RECIPIENT shall install or mount signage adjacent to Measure BB and VRF funded construction projects, and on vehicles funded with Measure BB and VRF funds (e.g., RECIPIENT and ALAMEDA CTC logos; "Your Transportation Tax Dollars Help Fund the Operation of This Vehicle!") where practical, so Alameda County taxpayers are informed as to how RECIPIENT is using Measure BB and/or VRF funds.

5. RECIPIENT shall provide current information on RECIPIENT's website, to inform the public about how RECIPIENT is using Measure BB and/or VRF funds.

6. RECIPIENT shall actively participate in a Public Awareness Program, in partnership with ALAMEDA CTC and/or its community advisory committees, as a means of ensuring that the public has access to the ability to know which projects and programs are funded through Measure BB and/or VRF funds.

7. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance audit findings regarding Measure BB and/or VRF funds before the Commission and/or the Independent Watchdog Committee or community advisory committees, as applicable.

8. RECIPIENT agrees that ALAMEDA CTC may review and/or evaluate all project(s) or program(s) funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of ALAMEDA CTC to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing board.

ARTICLE IV: OTHER PROVISIONS

A. GEOGRAPHIC BREAKDOWN

In all cases the geographic breakdown by subarea is as follows:

1. North Area refers to the Cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont.

2. Central Area includes the Cities of Hayward and San Leandro, and the unincorporated area of Castro Valley, as well as other unincorporated lands governed by Alameda County in the Central Area.

3. South Area includes the Cities of Fremont, Newark, and Union City.

4. East Area includes the Cities of Livermore, Dublin, and Pleasanton, and all unincorporated lands governed by Alameda County in the East Area.

B. INDEMNITY BY RECIPIENT

Neither ALAMEDA CTC, nor the COMMISSION, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure BB or VRF funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless ALAMEDA CTC, the COMMISSION, and all its officers, agents, and employees, from any liability imposed on ALAMEDA CTC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure BB or VRF funds distributed to RECIPIENT pursuant to this AGREEMENT.

C. INDEMNITY BY ALAMEDA CTC

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT.

D. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Alameda County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

E. ATTORNEYS' FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

F. TERM

The term of this AGREEMENT shall be from July 1, 2026 to June 30, 2036, unless amended in writing or a new Master Programs Funding Agreement is executed between ALAMEDA CTC and RECIPIENT.

G. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

H. MODIFICATION

This AGREEMENT, and its Exhibits, as well as the referenced Implementation Guidelines, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure BB and VRF program funds (but not project funding agreements), including but not limited to the ORIGINAL AGREEMENT, which is terminated as of the effective date hereof. This AGREEMENT may only be changed by a written amendment executed by both parties. Notwithstanding the foregoing, the Implementation Guidelines, Performance Measures, and Timely Use of Funds Policies related to Measure BB and VRF funds may be changed from time to time by the ALAMEDA CTC.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

CITY OF PLEASANTON
(RECIPIENT)

By: _____

Gerry Beaudin Date
City Manager

Approved as to Legal Form:

By: _____

Daniel G. Sodergren Date
Legal Counsel to City of Pleasanton

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____

Tony Tavares Date
Executive Director

Recommended

By: _____

Vivek Bhat Date
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls:

By: _____

Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal Form:

By: _____

Fennemore LLP Date
Legal Counsel to ALAMEDA CTC

EXHIBIT A

MEASURE BB MASS TRANSIT AND PARATRANSIT DIRECT LOCAL DISTRIBUTION SUMMARY

Mass Transit

Alameda CTC distributes Measure BB Mass Transit Direct Local Distribution funds based on the distribution percentages for net Measure BB Revenues specified in the Measure BB Expenditure Plan, as shown below.

Table 1: Measure BB Mass Transit Distribution		
Agency	**Area**	**Percentage of Net Revenues**
AC Transit	Alameda County	18.80 %
ACE	East/South County	1.00 %
BART	Alameda County	0.50 %
LAVTA	East County	0.50 %
Union City Transit	South County	0.25 %
SF WETA	Alameda County	0.50 %

Paratransit

Alameda CTC distributes Measure BB paratransit funds to County subareas/planning areas and to AC Transit and BART based on the distribution percentages in the Measure BB Expenditure Plan, as shown below. Distributions to jurisdictions for non-mandated services within each subarea are based on allocation formulas refined by Paratransit Advisory and Planning Committee (PAPCO) and approved by the Commission.

Table 2: Measure BB Paratransit Distribution	
Area/Agency	**Percentage**[1]
City-based and Locally Mandated	**3.0%**
North County *Cities of Alameda, Albany, Berkeley, Emeryville, and Oakland*	
Central County[2] *Cities of Hayward and San Leandro, and unincorporated area of Castro Valley, as well as other unincorporated lands governed by Alameda County in the Central Area.*	
South County *Cities of Fremont, Newark, Union City, as well as Union City Transit.*	
East County[3] *Cities of Livermore, Dublin, and Pleasanton, and unincorporated lands governed by Alameda County in the East Area, and LAVTA.*	
AC Transit - East Bay Paratransit[4]	**4.5%**
BART- East Bay Paratransit[4]	**1.5%**

1. Funds are distributed based on the percentage of the population over age 70 in each of the four planning areas for city-based and mandated paratransit services. Funds can be further allocated to individual cities within each planning area based on a formula refined by PAPCO.
2. Funding will be assigned to Hayward to serve the unincorporated areas.
3. Funding for Livermore and Dublin will be assigned to LAVTA for their ADA-mandated paratransit program.
4. Measure BB funds are dispersed to AC Transit and BART to operate the East Bay Paratransit Consortium (EBPC).

EXHIBIT B

DIRECT LOCAL DISTRIBUTION PROGRAM PERFORMANCE MEASURES

Direct Local Distribution (DLD) recipients are to document the performance and benefits of the projects and programs funded with Measure BB and/or Vehicle Registration Fee funds. The following performance measures are a selection of performance measures and associated standards, organized by funding program, that must be documented at minimum by DLD recipients as applicable. Additional performance measures may be requested by Alameda CTC.

Performance reporting and monitoring will be done through Alameda CTC's standard reporting processes, including the Annual Program Compliance Reports and various planning activities, as requested and applicable. Alameda CTC's performance reporting will concentrate on key indicators at the time of reporting.

BICYCLE AND PEDESTRIAN PROGRAM PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Infrastructure Investment Report on bicycle and pedestrian projects completed or underway.	Directional lane miles of all bicycle facilities built or improved (may include bike lanes, bike routes, multi-use pathway improvements). Linear feet of all pedestrian improvements built or improved (may include sidewalks, trails/pathways). Number of all intersections or midblock bicycle/pedestrian crossing locations improved (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Safety Investments Report on bicycle and pedestrian investments located on countywide priority networks: - High Injury Network (HIN) Proactive Safety Network (PSN) - Countywide Bikeways Network (CBN)	Directional lane miles of bicycle facilities built or improved to an All Ages and Abilities (AAA) standard on the Alameda CTC-adopted HIN, PSN and/or CBN. Linear feet of pedestrian improvements built or improved on the Alameda CTC-adopted HIN or PSN (may include sidewalks, trails/pathways). Number of intersections and/or midblock bicycle/pedestrian crossing locations improved on Alameda CTC-adopted HIN, PSN, or CBN (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Current Master Plan Maintain a local current Bicycle/Pedestrian Master Plan (BPMP) or Active Transportation Plan.	Plan(s) no more than 5 years old, based on adoption date.	Annually via Compliance Report	Any agency without a current plan is required to provide schedule for a plan update.
Capital Project and Program Investment Report on capital and program administration costs	Investment into capital projects and programs is greater than program administration costs (outreach, staffing, administrative support).	Annually via Compliance Report	Any agency not achieving this metric must explain how capital needs will be addressed in the future.

EXHIBIT B *(cont.)*

LOCAL TRANSPORTATION PROGRAM (Local Streets and Roads (LSR))
PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Infrastructure Investment Report on roadway and transportation improvements completed or underway.	Lane miles of roadway improvements, pavement rehabilitation, striping, etc. Linear feet of all bicycle/pedestrian improvements built or improved (may include sidewalks, trails/pathways). Number of all intersections or midblock bicycle/pedestrian crossing locations improved (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Safety Investments Report on bicycle and pedestrian investments located on countywide priority networks: - High Injury Network (HIN) Proactive Safety Network (PSN) - Countywide Bikeways Network (CBN)	Directional lane miles of bicycle facilities built or improved to an All Ages and Abilities (AAA) standard on the Alameda CTC-adopted HIN, PSN and/or CBN. Linear feet of pedestrian improvements built or improved on the Alameda CTC-adopted HIN or PSN (may include sidewalks, trails/pathways). Number of intersections and/or midblock bicycle/pedestrian crossing locations improved on Alameda CTC-adopted HIN, PSN, or CBN (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Pavement Condition Index (PCI)	Maintain a PCI moving average rating of 60 or above. Average PCI based on latest available data from MTC's Pavement Condition Index Summary Report.	Annually via Compliance Report	Any agency not achieving the target must identify corrective actions and future investments to address PCI levels.
Equitable Investments Report on investments within equity communities	Identify LSR investments toward maintaining and improving roadways and transportation infrastructure, in equity communities as the areas are defined in: - Equity Priority Communities as defined by MTC - Equity Areas as defined by Alameda CTC - Locally-defined equity areas - Opportunity Zones as certified by the U.S. Department of the Treasury	Annually via Compliance Report	N/A; Report on investments
Measure BB LSR 15% Requirement Expenditure of LSR funds on bicycle and pedestrian projects elements (for Measure BB funds only)	Maintain a 15% annual minimum LSR investment to support bicycling and walking.	Annually via Compliance Report	Any agency not achieving the target annual percentage must explain and/or identify plan to use LSR funds on future bicycle/pedestrian improvements to meet this target over the duration of Measure BB.
Capital Project and Program Investment Report on capital and program administration costs	Investment into capital projects and programs is greater than program administration costs (outreach, staffing, administrative support).	Annually via Compliance Report	Any agency not achieving this metric must explain how capital needs will be addressed in the future.

EXHIBIT B *(cont.)*

MASS TRANSIT PROGRAM PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Ridership/Service Utilization Annual Ridership (Unlinked Passenger Trips)	Annual Unlinked Trips as reported to the National Transit Database (NTD). Note: Latest fiscal year data is provided provisionally by transit operators and is subject to change. NTD regularly revises historical year data as part of new data releases. Alameda CTC analysis will be based on the latest available NTD data.	Annually reported by Transit Operators.	N/A
On-Time Performance Systemwide on-time performance	Average on-time performance as reported by transit operator. Target of 75% to 90% or based on the transit agency's adopted performance goals and standards.	Annually reported by Transit Operators.	Any agency with significant decline below adopted target must provide an explanation and specify plan to improve performance.
Cost Effectiveness Operating Cost Metrics	Operating Cost Metrics as reported to the National Transit Database (NTD) as requested such as: - Operating cost per passenger mile - Operating cost per vehicle revenue mile	Annually reported by Transit Operators.	Any agency with significant increase in costs must provide an explanation.

PARATRANSIT PROGRAM PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Ridership/Service Utilization Number of people served or trips provided	Number of individuals served or trips provided by program (for service types such as ADA mandated paratransit, door-to-door service, taxi programs, accessible van service, shuttle service, group trips, travel training, meal delivery)	Annually via Compliance Report and Program Plan Review.	N/A
Cost Effectiveness Operating Cost Metrics	Cost per trip or per passenger (for service types such as ADA mandated paratransit, door-to-door service, taxi programs, accessible van service, shuttle service, group trips)	Annually via Compliance Report and Program Plan Review.	Any agency with significant increase in costs must provide an explanation.

Note: The Paratransit Program Implementation Guidelines contain additional listing of performance measures by program type.

MEASURE B
MASTER PROGRAMS FUNDING AGREEMENT
between the
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF PLEASANTON

This Measure B Master Programs Funding Agreement ("AGREEMENT"), effective the 1st of July 1, 2026, is entered into by and between the Alameda County Transportation Commission ("ALAMEDA CTC") and the City of Pleasanton ("RECIPIENT").

RECITALS

A. On November 7, 2000, the voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 *et seq.*, approved the reauthorization of Measure B, thereby authorizing Alameda County Transportation Improvement Authority ("ACTIA") to administer the proceeds from a continued one-half cent transaction and use tax ("Measure B").

B. The Measure B sales tax was collected for a period of 20 years from April 1, 2002, through March 31, 2022. The tax proceeds must be used to pay for the programs and projects outlined in Alameda County's 20-Year Transportation Expenditure Plan (the "Measure B Expenditure Plan"), as it may be amended.

C. On June 24, 2010, ACTIA and ACCMA took the final actions to create ALAMEDA CTC, a joint powers authority, with all of ACTIA and ACCMA's functions and responsibilities. Pursuant to resolutions adopted by the ACCMA and ACTIA Boards and the governing body of the ALAMEDA CTC ("COMMISSION"), ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC, including duties related to the Measure B Program.

D. This AGREEMENT delineates the requirements of the Measure B Direct Local Distribution ("DLD") funds that have been directly allocated to local jurisdictions and transit operators, as authorized by the Measure B Expenditure Plan. Discretionary funds identified in this expenditure plan are not the subject of this AGREEMENT, and RECIPIENT will be required to enter into a separate agreement for those funds.

E. RECIPIENT's Measure B Audited Financial Statement for Fiscal Year Ended June 30, 2025 reports a Measure B DLD fund balance of $238,720.

F. The parties to this AGREEMENT previously entered into a Master Programs Funding Agreement applicable to DLD funds distributed by ALAMEDA CTC, which expires as of June 30, 2026 ("ORIGINAL AGREEMENT"). The parties have determined that it is appropriate to enter into a new agreement rather than extending the ORIGINAL AGREEMENT, in part because the ORIGINAL AGREEMENT governed separate ALAMEDA CTC funds which will be distributed for many years after the deadline for

expenditure of the funds governed by this AGREEMENT, and those funds shall now be governed by a separate agreement between the parties.

G. Notwithstanding anything to the contrary in the ORIGINAL AGREEMENT, RECIPIENT is granted until June 30, 2027 to expend its remaining Measure B DLD Balance, pursuant to action taken on February 26, 2026 by the COMMISSION to complete the closeout of the RECIPIENT's Measure B DLD program.

This AGREEMENT was originally approved by the COMMISSION on February 26, 2026.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I: MEASURE B DLD PROGRAM FUND BALANCE

1. This AGREEMENT shall be effective as of July 1, 2026. The ORIGINAL AGREEMENT shall govern and control all expenditures of DLD distributions made on or before June 30, 2026. There will no further distributions of DLD funds from Measure B after such effective date.

2. This AGREEMENT authorizes RECIPIENT to expend its remaining Measure B DLD Program balance as stated in RECIPIENT's Measure B Audited Financial Statement for Fiscal Year Ended June 30, 2025 as summarized in Table A: DLD Program Fund Balance Summary.

Table A: DLD Program Fund Balance Summary	
DLD Program	**Fund Balance**
Bicycle and Pedestrian Program	$238,720
Total	**$238,720**

3. The Measure B DLD Program Fund Balance must be expended fully by June 30, 2027. Any portion of such Fund Balance which is not expended by that date shall revert to ALAMEDA CTC.

4. The Measure B DLD Program funds must be used in accordance with the applicable Bicycle and Pedestrian Program Implementation Guidelines, Local Streets and Roads Program Implementation Guidelines, Mass Transit Program Implementation Guidelines, and Paratransit Program Implementation Guidelines, which define eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

ARTICLE II: PAYMENTS AND EXPENDITURES

A. ALAMEDA CTC'S DUTIES AND OBLIGATIONS

1. ALAMEDA CTC shall provide for an independent annual audit of its financial statements including revenues and expenditures and also of its calculation of the allocation formula for distributing Measure B revenues to various recipients and render an annual report to the COMMISSION within 180 days following the close of the fiscal year.

2. ALAMEDA CTC shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this AGREEMENT and the Measure B Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure B funds received in compliance with the applicable guidelines and the Measure B Expenditure Plan, including the Implementation Guidelines and performance measures, as they may be adopted or amended by ALAMEDA CTC from time to time.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure B funds received. RECIPIENT must account for Measure B funds, including any interest received or accrued, separately for each fund type, and from any other funds received from the ALAMEDA CTC. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. ALAMEDA CTC and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.

3. RECIPIENT shall expend Measure B funds in compliance with the Timely Use of Funds Policies for Direct Local Distributions, as approved by the COMMISSION, and as they may be adopted or amended by ALAMEDA CTC from time to time.

C. OTHER EXPENDITURE RESTRICTIONS

1. **Transportation Purposes Only:** RECIPIENT shall use all Measure B funds solely for transportation purposes as defined by the authorizing ballot measure. Any jurisdiction that violates this provision must fully reimburse all misspent funds, including all interest which would have been earned thereon.

2. **Non-Substitution of Funds:** RECIPIENT shall use Measure B funds to supplement and not replace existing property taxes used for transportation purposes.

3. **Fund Exchange:** Any fund exchanges made using Measure B funds must be made for transportation purposes. ALAMEDA CTC will consider exchange proposals on a case-by-case basis.

4. **Staff Cost Limitations:** Direct costs associated with the delivery of programs and projects associated with Measure B, including direct staff costs and consultant costs, are eligible uses of Measure B funds. ALAMEDA CTC does not allow indirect costs, unless the RECIPIENT submits an independently audited/approved Indirect Cost Allocation Plan.

ARTICLE III: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, ALAMEDA CTC may rescind Measure B funds from the RECIPIENT until full compliance is achieved.

1. RECIPIENT shall, by December 31st of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, separate independently audited financial statements for the prior fiscal year ended June 30 of Measure B funds received and used.

2. RECIPIENT shall, by December 31st of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, annual program compliance reports regarding programs and projects on which RECIPIENT expended Measure B funds.

3. RECIPIENT shall document expenditure activities and report on the performance of Measure B funded activities through the annual program compliance reporting process, or through other ALAMEDA CTC performance and reporting processes as they may be requested, including but not limited to the annual performance report, annual program plan, planning monitoring reports. Program Performance Measures are attached hereto as Exhibit A.

4. RECIPIENT shall install or mount signage adjacent to Measure B funded construction projects, and on vehicles funded with Measure B funds (e.g., RECIPIENT and ALAMEDA CTC logos; "Your Transportation Tax Dollars Help Fund the Operation of This Vehicle!") where practical, so Alameda County taxpayers are informed as to how RECIPIENT is using Measure B funds.

5. RECIPIENT shall provide current information on RECIPIENT's website, to inform the public about how RECIPIENT is using Measure B funds.

6. RECIPIENT shall actively participate in a Public Awareness Program, in partnership with ALAMEDA CTC and/or its community advisory committees, as a means of ensuring that the public has access to the ability to know which projects and programs are funded through Measure B funds.

7. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance audit findings regarding Measure B funds before the COMMISSION and/or the Independent Watchdog Committee or community advisory committees, as applicable.

8. RECIPIENT agrees that ALAMEDA CTC may review and/or evaluate all project(s) or program(s) funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of ALAMEDA CTC to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing board.

ARTICLE IV: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither ALAMEDA CTC, nor the COMMISSION, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure B funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless ALAMEDA CTC, the COMMISSION, and all its officers, agents, and employees, from any liability imposed on ALAMEDA CTC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure B funds distributed to RECIPIENT pursuant to this AGREEMENT.

C. INDEMNITY BY ALAMEDA CTC

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT.

D. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Alameda County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

E. ATTORNEYS' FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

F. TERM

The term of this AGREEMENT shall be from July 1, 2026 to December 31, 2027, unless amended or terminated in writing.

G. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

H. MODIFICATION

This AGREEMENT, and its Exhibits, as well as the referenced Implementation Guidelines, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure B program funds (but not project funding agreements), including but not limited to the ORIGINAL AGREEMENT, which is terminated as of the effective date hereof. This AGREEMENT may only be changed by a written amendment executed by both parties. Notwithstanding the foregoing, the Implementation Guidelines, Performance Measures, and Timely Use of Funds Policies related to Measure B funds may be changed from time to time by ALAMEDA CTC.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

CITY OF PLEASANTON
(RECIPIENT)

By: _____

Gerry Beaudin Date
City Manager

Approved as to Legal Form:

By: _____

Daniel G. Sodergren Date
Legal Counsel to City of Pleasanton

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____

Tony Tavares Date
Executive Director

Recommended

By: _____

Vivek Bhat Date
Deputy Executive Director of Projects

Reviewed as to Budget/Financial Controls:

By: _____

Patricia Reavey Date
Deputy Executive Director of
Finance and Administration

Approved as to Legal Form:

By: _____

Fennemore LLP Date
Legal Counsel to ALAMEDA CTC

EXHIBIT A

DIRECT LOCAL DISTRIBUTION PROGRAM PERFORMANCE MESASURES

Direct Local Distribution (DLD) recipients are to document the performance and benefits of the projects and programs funded with Measure funds. The following performance measures are a selection of performance measures and associated standards, organized by funding program, that must be documented at minimum by DLD recipients as applicable. Additional performance measures may be requested by Alameda CTC.

Performance reporting and monitoring will be done through Alameda CTC's standard reporting processes, including the Annual Program Compliance Reports and various planning activities, as requested and applicable. Alameda CTC's performance reporting will concentrate on key indicators at the time of reporting.

BICYCLE AND PEDESTRIAN PROGRAM PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
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Safety Investments Report on bicycle and pedestrian investments located on countywide priority networks: - High Injury Network (HIN) Proactive Safety Network (PSN) - Countywide Bikeways Network (CBN)	Directional lane miles of bicycle facilities built or improved to an All Ages and Abilities (AAA) standard on the Alameda CTC-adopted HIN, PSN and/or CBN. Linear feet of pedestrian improvements built or improved on the Alameda CTC-adopted HIN or PSN (may include sidewalks, trails/pathways). Number of intersections and/or midblock bicycle/pedestrian crossing locations improved on Alameda CTC-adopted HIN, PSN, or CBN (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Current Master Plan Maintain a local current Bicycle/Pedestrian Master Plan (BPMP) or Active Transportation Plan.	Plan(s) no more than 5 years old, based on adoption date.	Annually via Compliance Report	Any agency without a current plan is required to provide schedule for a plan update.
Capital Project and Program Investment Report on capital and program administration costs	Investment into capital projects and programs is greater than program administration costs (outreach, staffing, administrative support).	Annually via Compliance Report	Any agency not achieving this metric must explain how capital needs will be addressed in the future.

EXHIBIT A *(cont.)*

LOCAL TRANSPORTATION PROGRAM (Local Streets and Roads (LSR))
PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Infrastructure Investment Report on roadway and transportation improvements completed or underway.	Lane miles of roadway improvements, pavement rehabilitation, striping, etc. Linear feet of all bicycle/pedestrian improvements built or improved (may include sidewalks, trails/pathways). Number of all intersections or midblock bicycle/pedestrian crossing locations improved (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Safety Investments Report on bicycle and pedestrian investments located on countywide priority networks: - High Injury Network (HIN) Proactive Safety Network (PSN) - Countywide Bikeways Network (CBN)	Directional lane miles of bicycle facilities built or improved to an All Ages and Abilities (AAA) standard on the Alameda CTC-adopted HIN, PSN and/or CBN. Linear feet of pedestrian improvements built or improved on the Alameda CTC-adopted HIN or PSN (may include sidewalks, trails/pathways). Number of intersections and/or midblock bicycle/pedestrian crossing locations improved on Alameda CTC-adopted HIN, PSN, or CBN (may include locations that received crossing improvements, curb/ADA ramps, bicycle protection elements, daylighting, traffic calming elements, lighting, etc.).	Annually via Compliance Report	N/A; Report on investments
Pavement Condition Index (PCI)	Maintain a PCI moving average rating of 60 or above. Average PCI based on latest available data from MTC's Pavement Condition Index Summary Report.	Annually via Compliance Report	Any agency not achieving the target must identify corrective actions and future investments to address PCI levels.
Equitable Investments Report on investments within equity communities	Identify LSR investments toward maintaining and improving roadways and transportation infrastructure, in equity communities as the areas are defined in: - Equity Priority Communities as defined by MTC - Equity Areas as defined by Alameda CTC - Locally-defined equity areas - Opportunity Zones as certified by the U.S. Department of the Treasury	Annually via Compliance Report	N/A; Report on investments
Measure BB LSR 15% Requirement Expenditure of LSR funds on bicycle and pedestrian projects elements (for Measure BB funds only)	Maintain a 15% annual minimum LSR investment to support bicycling and walking.	Annually via Compliance Report	Any agency not achieving the target annual percentage must explain and/or identify plan to use LSR funds on future bicycle/pedestrian improvements to meet this target over the duration of Measure BB.
Capital Project and Program Investment Report on capital and program administration costs	Investment into capital projects and programs is greater than program administration costs (outreach, staffing, administrative support).	Annually via Compliance Report	Any agency not achieving this metric must explain how capital needs will be addressed in the future.

EXHIBIT A *(cont.)*

MASS TRANSIT PROGRAM PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Ridership/Service Utilization Annual Ridership (Unlinked Passenger Trips)	Annual Unlinked Trips as reported to the National Transit Database (NTD). Note: Latest fiscal year data is provided provisionally by transit operators and is subject to change. NTD regularly revises historical year data as part of new data releases. Alameda CTC analysis will be based on the latest available NTD data.	Annually reported by Transit Operators.	N/A
On-Time Performance Systemwide on-time performance	Average on-time performance as reported by transit operator. Target of 75% to 90% or based on the transit agency's adopted performance goals and standards.	Annually reported by Transit Operators.	Any agency with significant decline below adopted target must provide an explanation and specify plan to improve performance.
Cost Effectiveness Operating Cost Metrics	Operating Cost Metrics as reported to the National Transit Database (NTD) as requested such as: - Operating cost per passenger mile - Operating cost per vehicle revenue mile	Annually reported by Transit Operators.	Any agency with significant increase in costs must provide an explanation.

PARATRANSIT PROGRAM PERFORMANCE MEASURES

Performance Measure	Performance Metrics & Standards	Evaluation Frequency & Method	Corrective Action
Ridership/Service Utilization Number of people served or trips provided	Number of individuals served or trips provided by program (for service types such as ADA mandated paratransit, door-to-door service, taxi programs, accessible van service, shuttle service, group trips, travel training, meal delivery)	Annually via Compliance Report and Program Plan Review.	N/A
Cost Effectiveness Operating Cost Metrics	Cost per trip or per passenger (for service types such as ADA mandated paratransit, door-to-door service, taxi programs, accessible van service, shuttle service, group trips)	Annually via Compliance Report and Program Plan Review.	Any agency with significant increase in costs must provide an explanation.

Note: The Paratransit Program Implementation Guidelines contains additional listing of performance measures by program type.

CITY COUNCIL AGENDA REPORT

April 21, 2026
Finance

TITLE: ACCEPT THE MONTHLY DISBURSEMENTS AND INVESTMENT REPORT FOR FEBRUARY 2026

SUMMARY

Attached is the City of Pleasanton monthly disbursements and investment report for February 2026.

RECOMMENDATION

Accept claim disbursements in the amount of $16,737,977 and the investment report for the month of February 2026.

BACKGROUND

The City's Investment Policy requires the Director of Finance to submit a monthly transaction report to the City Council within 60 days of the end of the reporting period in accordance with California Government Code Section 53607.

The Investment Policy also requires the Director of Finance to submit a quarterly report to the City Council on the status of the City's investment portfolio no later than 45 days after the end of each month. This report shall include the types of investments, the amount of money invested with various institutions, purchase and maturity dates, and yield on investments. The Director of Finance certifies that the investment portfolio is in compliance with the investment policy and that it will meet cash flow needs for the next six months.

This report also includes check and electronic payment information for February 2026.

DISCUSSION

The monthly disbursements and investment report provides transparency of the City’s financial transactions and payments for review by the City Council. Please note that certain federal agency securities that were purchased before the COVID-19 pandemic with lower interest rates were sold for a loss in the current fiscal year, with the intent of achieving higher yields over time. As a result, the investment return through February 2026 is only 2.21%, but the overall investment return for FY 2025/26 is expected to be higher at the end of the year.

EQUITY AND SUSTAINABILITY

Not applicable, as this item is a routine administrative matter of City business.

OUTREACH

No outreach was conducted, as this item is a routine administrative matter of City business.

STRATEGIC PLAN ALIGNMENT

Not applicable, as this item is a routine administrative matter.

FISCAL IMPACT

There is no fiscal impact associated with acceptance of this report.

Prepared by:	Submitted by:	Approved by:
		
Minh Nguyen, Junior Accountant	Susan Hsieh, Director of Finance	Gerry Beaudin, City Manager

Attachments:

1. Disbursements & Investment Report

THE CITY OF PLEASANTON

February 2026 DISBURSEMENTS

CHECK REGISTER*

DATE	CHECK NUMBER	AMOUNT
2/5/2026	85366-85451, 85453-85508	$ 1,181,718
2/10/2026	85509-85510	10,000
2/12/2026	85516-85618	590,778
2/20/2026	85635-85798	3,575,977
2/27/2026	85808-85903	1,511,471
		$ 6,869,944

ACH PAYMENTS

DATE	CHECK NUMBER	AMOUNT
2/5/2026	85347-85365	$ 1,713,710
2/12/2026	85511, 85513-85514	2,037,265
2/20/2026	85619-85634	633,943
2/27/2026	85799-85807	1,164,515
	Payroll & Tax Related ACH Payments	897,064
		$ 6,446,497

WIRE TRANSFERS

DATE	AMOUNT
	$ -

PAYROLL TRANSFERS

DATE	AMOUNT
02/05/26	$ 1,714,942
02/18/26	1,706,594
	$ 3,421,536

TOTAL DISBURSEMENTS **$ 16,737,977**

* Detailed registers available upon request.

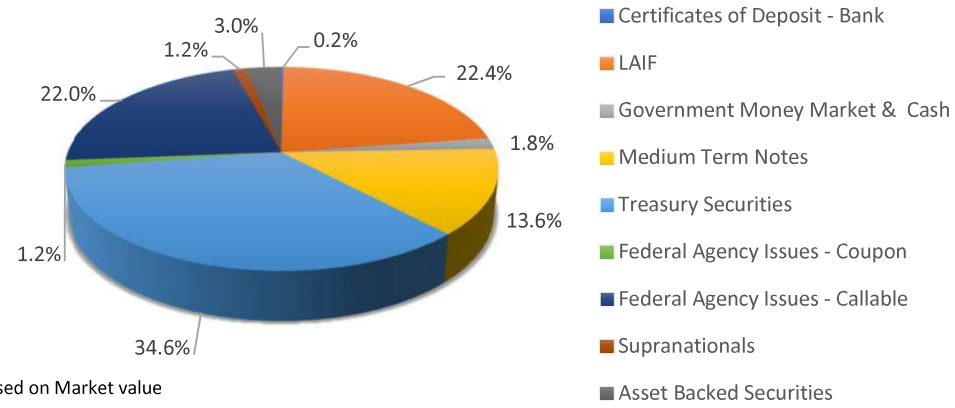
Portfolio Snapshot

February 28, 2026

Portfolio Characteristics

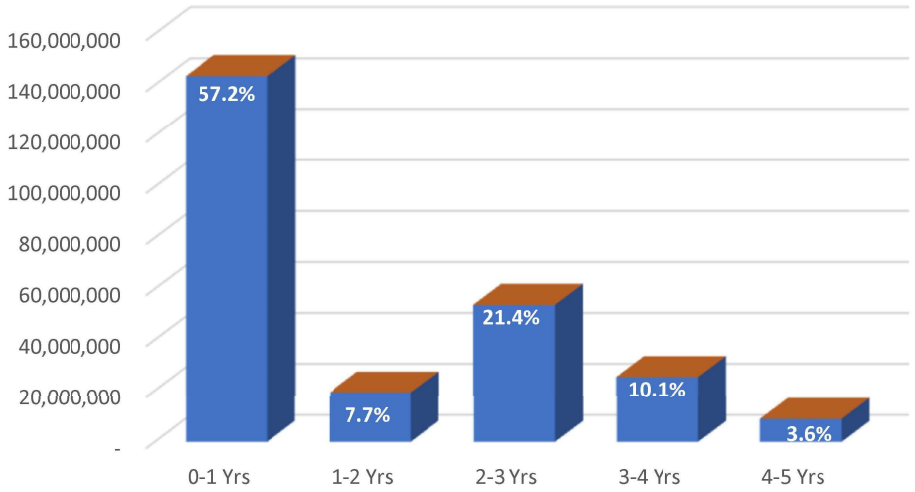
Total Market Value	$251,122,863
Effective Rate of Return	2.21%
Average Days to Maturity	544

Sector Allocation

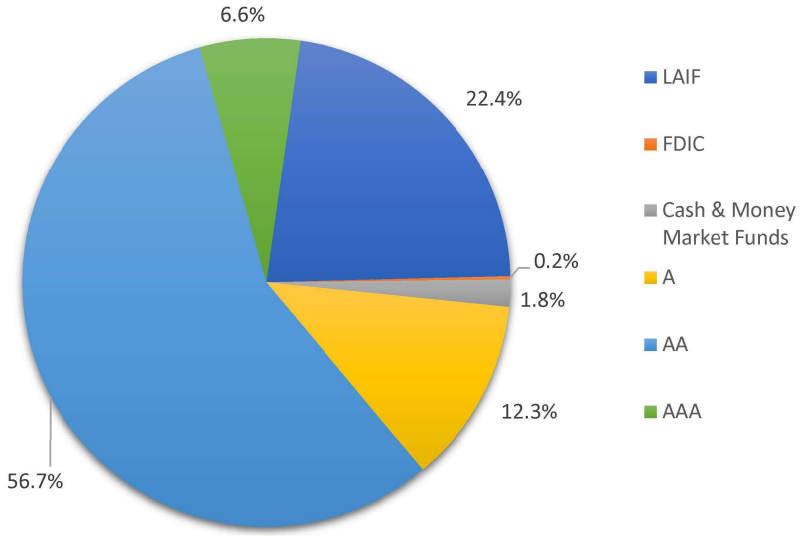


*Based on Market value

Maturity Distribution



Assigned Credit Ratings of Investments



CITY OF PLEASANTON
Portfolio Management
Portfolio Summary
February 28, 2026

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Certificates of Deposit - Bank	240,217.87	240,217.87	240,217.87	0.10	88	81	3.255	3.300
LAIF	56,500,000.00	56,478,642.15	56,500,000.00	22.54	1	1	4.419	4.480
Gov't Money Market	4,399,919.50	4,399,919.50	4,399,919.50	1.76	1	1	4.054	4.110
Medium Term Notes	33,650,000.00	34,052,387.25	33,725,328.75	13.45	1,322	968	4.000	4.056
Federal Agency Issues - Coupon	3,000,000.00	2,946,900.00	2,995,657.09	1.20	1,825	295	1.262	1.280
Treasury Securities - Coupon	80,395,000.00	81,360,488.95	80,672,620.17	32.18	1,167	982	3.799	3.852
Treasury Securities - Discount	5,520,000.00	5,487,002.55	5,466,438.32	2.18	97	61	3.614	3.664
Federal Agency Issues - Callable	55,915,000.00	55,242,859.05	55,806,921.30	22.26	1,822	195	1.233	1.250
Supranationals	3,000,000.00	3,011,150.00	2,980,010.00	1.19	932	680	3.891	3.945
Asset Backed Securities	7,620,000.00	7,648,902.73	7,618,993.89	3.04	1,419	1,350	3.958	4.013
Compounding CD's	254,392.57	254,392.57	254,392.57	0.10	365	41	4.093	4.150
Investments	**250,494,529.94**	**251,122,862.62**	**250,660,499.46**	**100.00%**	**1,038**	**544**	**3.370**	**3.417**

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	364,892.53	3,511,444.29
Average Daily Balance	**250,632,246.29**	**239,098,464.20**
Effective Rate of Return	**1.90%**	**2.21%**

I hereby certify that, to the best of my knowledge, this report includes all investments in the cash management program, is in accordance with the City's current investment policy dated June 17, 2025 and will meet the City's cash flow needs for the next six months. Market value amounts are from Bank of New York Mellon (safekeeping bank) month-end statements. Book value amounts include premiums or discounts and are adjusted at year end on the general ledger.

4/2/2026

SUSAN HSIEH, DIRECTOR OF FINANCE

Reporting period 02/01/2026-02/28/2026

Run Date: 04/02/2026 - 16:03

Portfolio PLST
CC
PM (PRF_PM1) 7.3.11
Report Ver. 7.3.11

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Certificates of Deposit - Bank												
1093-8	1093-8	Fremont Bank		02/22/2026	240,217.87	240,217.87	240,217.87	3.300	3.255	3.300	81	05/21/2026
		Subtotal and Average	**231,638.66**		**240,217.87**	**240,217.87**	**240,217.87**		**3.255**	**3.300**	**81**	
LAIF												
SYS5	5	LOCAL AGENCY INVESTMENT FUND			56,500,000.00	56,478,642.15	56,500,000.00	4.480	4.419	4.480	1	
		Subtotal and Average	**56,500,000.00**		**56,500,000.00**	**56,478,642.15**	**56,500,000.00**		**4.419**	**4.480**	**1**	
Gov't Money Market												
X9USDCRGO	7-1	Dryfus Govt Cash Mgmt 672			137,819.82	137,819.82	137,819.82	4.110	4.054	4.110	1	
X9USDCRGO	7-2	Dryfus Govt Cash Mgmt 672			4,262,099.68	4,262,099.68	4,262,099.68	4.110	4.054	4.110	1	
		Subtotal and Average	**1,786,156.55**		**4,399,919.50**	**4,399,919.50**	**4,399,919.50**		**4.054**	**4.110**	**1**	
Medium Term Notes												
46632FSCO	6068	JPMorgan Chase Bank NA		06/22/2021	3,000,000.00	2,964,570.00	3,000,000.00	1.100	1.085	1.100	113	06/22/2026
14913UAR1	6095	CATERPILLAR FINANCIAL SERVICES		06/17/2025	500,000.00	505,700.00	501,455.00	4.400	4.207	4.265	593	10/15/2027
14913UAR1	6105	CATERPILLAR FINANCIAL SERVICES		07/22/2025	1,000,000.00	1,011,400.00	1,005,920.00	4.400	4.060	4.117	593	10/15/2027
571748BY7	6108	MARSH & MCLENNAN COMPANIES INC		07/22/2025	1,000,000.00	1,009,280.00	1,006,950.00	4.550	4.168	4.226	617	11/08/2027
532457CU0	6082	ELI LILLY & CO		03/20/2025	500,000.00	508,330.00	502,955.00	4.550	4.270	4.329	713	02/12/2028
857477CU5	6085	STATE STREET CORP		03/20/2025	500,000.00	507,945.00	500,095.00	4.536	4.466	4.528	729	02/28/2028
46647PAF3	6115	JPMorgan Chase & CO		07/23/2025	750,000.00	745,912.50	739,305.00	3.540	4.032	4.088	792	05/01/2028
26444HAE1	6090	Duke Energy Corporation		04/22/2025	500,000.00	500,695.00	491,355.00	3.800	4.318	4.378	867	07/15/2028
26444HAE1	6114	Duke Energy Corporation		07/23/2025	750,000.00	751,042.50	744,285.00	3.800	4.018	4.074	867	07/15/2028
61744YAK4	6116	Morgan Stanley Smith Barney		07/23/2025	750,000.00	745,590.00	736,972.50	3.591	4.156	4.214	874	07/22/2028
74340XBX8	6084	PROLOGIS LP		03/20/2025	500,000.00	501,725.00	490,595.00	4.000	4.527	4.590	929	09/15/2028
74340XBX8	6111	PROLOGIS LP		07/22/2025	750,000.00	752,587.50	744,652.50	4.000	4.185	4.243	929	09/15/2028
023135CS3	6135	AMAZON.COM INC		11/20/2025	925,000.00	930,244.75	924,796.50	3.900	3.748	3.800	995	11/20/2028
06051GHD4	6118	Bank of America		07/23/2025	750,000.00	742,275.00	733,402.50	3.419	4.066	4.122	1,025	12/20/2028
58989V2M5	6136	Realty Income Corporation		01/14/2026	1,225,000.00	1,226,960.00	1,223,419.75	4.000	4.014	4.070	1,050	01/14/2029
24422EXH7	6073	JOHN DEERE CAPITAL CORP		01/15/2025	500,000.00	510,975.00	491,705.00	4.500	4.894	4.962	1,052	01/16/2029
24422EXH7	6106	JOHN DEERE CAPITAL CORP		07/22/2025	1,000,000.00	1,021,950.00	1,009,040.00	4.500	4.160	4.218	1,052	01/16/2029
78017DAA6	6080	ROYAL BANK OF CANADA		02/20/2025	500,000.00	510,160.00	501,950.00	4.965	4.787	4.854	1,060	01/24/2029
69371RS80	6083	PACCAR FINANCIAL CORP		03/20/2025	500,000.00	513,040.00	501,095.00	4.600	4.470	4.532	1,067	01/31/2029
06406RBN6	6074	BANK OF NEWYORK MELLON		01/15/2025	500,000.00	506,050.00	493,470.00	4.543	4.835	4.902	1,068	02/01/2029
06406RBN6	6139	BANK OF NEWYORK MELLON		01/28/2026	750,000.00	759,075.00	758,415.00	4.543	4.083	4.139	1,068	02/01/2029
91159HJK7	6087	U.S. Bancorp		04/22/2025	500,000.00	506,450.00	498,370.00	4.653	4.681	4.746	1,068	02/01/2029

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
91159HJK7	6141	U.S. Bancorp		01/28/2026	1,000,000.00	1,012,900.00	1,011,210.00	4.653	4.281	4.340	1,068	02/01/2029
009158BH8	6086	Air Products and Chemicals, In		04/21/2025	500,000.00	511,555.00	503,835.00	4.600	4.317	4.377	1,075	02/08/2029
756109CF9	6128	Realty Income Corporation		07/23/2025	1,000,000.00	1,022,380.00	1,014,460.00	4.750	4.248	4.307	1,082	02/15/2029
17275RBR2	6089	Cisco Systems, Inc.		04/21/2025	500,000.00	515,010.00	509,240.00	4.850	4.263	4.322	1,093	02/26/2029
17275RBR2	6140	Cisco Systems, Inc.		01/28/2026	1,500,000.00	1,545,030.00	1,537,560.00	4.850	3.935	3.990	1,093	02/26/2029
00287YDS5	6079	ABBVIE INC.		02/20/2025	500,000.00	513,745.00	500,950.00	4.800	4.682	4.747	1,110	03/15/2029
00287YDS5	6137	ABBVIE INC.		01/28/2026	1,000,000.00	1,027,490.00	1,023,440.00	4.800	3.945	4.000	1,110	03/15/2029
571748BG6	6091	MARSH & MCLENNAN COMPANIES INC		05/23/2025	500,000.00	505,240.00	496,995.00	4.375	4.485	4.547	1,110	03/15/2029
58989V2H6	6130	MET TOWER GLOBAL FUNDING		07/22/2025	1,000,000.00	1,036,110.00	1,029,130.00	5.250	4.331	4.391	1,138	04/12/2029
74456QBY1	6120	Pacific Service Electric & Gas		07/23/2025	1,000,000.00	981,060.00	962,760.00	3.200	4.210	4.268	1,171	05/15/2029
91324PEH1	6078	UNITED HEALTH GROUP INC.		02/20/2025	500,000.00	501,885.00	485,910.00	4.000	4.676	4.741	1,171	05/15/2029
025816EJ4	6125	American Express Corporation		07/25/2025	1,000,000.00	1,009,640.00	999,420.00	4.351	4.468	4.530	1,237	07/20/2029
025816EJ4	6138	American Express Corporation		01/28/2026	750,000.00	757,230.00	753,892.50	4.351	4.172	4.230	1,237	07/20/2029
61747YFF7	6069	MORGAN STANLEY		12/20/2024	500,000.00	515,715.00	505,770.00	5.449	5.091	5.162	1,237	07/20/2029
61747YFF7	6133	MORGAN STANLEY		07/22/2025	250,000.00	257,857.50	257,092.50	5.449	4.734	4.800	1,237	07/20/2029
06051GHM4	6076	Bank of America		01/15/2025	500,000.00	502,910.00	484,830.00	4.271	4.960	5.029	1,240	07/23/2029
06051GHM4	7010	Bank of America		07/22/2025	250,000.00	251,455.00	249,435.00	4.271	4.274	4.333	1,240	07/23/2029
46647PDU7	6070	JPMorgan Chase & CO		12/20/2024	500,000.00	514,745.00	504,480.00	5.299	5.007	5.077	1,241	07/24/2029
46647PDU7	6107	JPMorgan Chase & CO		07/22/2025	250,000.00	257,372.50	256,410.00	5.299	4.528	4.591	1,241	07/24/2029
171239AL0	6088	Chubb Limited		04/21/2025	500,000.00	513,585.00	503,710.00	4.650	4.397	4.458	1,263	08/15/2029
30303M8S4	6081	META PLATFORMS INC		03/20/2025	500,000.00	508,205.00	496,715.00	4.300	4.404	4.465	1,263	08/15/2029
857477BD4	6092	State Street Corporation		05/23/2025	500,000.00	503,795.00	493,045.00	4.141	4.422	4.484	1,373	12/03/2029
89236TNA9	6134	Toyota Motor Credit Corp		08/28/2025	1,500,000.00	1,555,515.00	1,544,835.00	4.950	4.135	4.192	1,410	01/09/2030
		Subtotal and Average	**36,842,056.61**		**33,650,000.00**	**34,052,387.25**	**33,725,328.75**		**4.000**	**4.056**	**968**	
Federal Agency Issues - Coupon												
3130AQF65	3576	FEDERAL HOME LOAN BANK		12/22/2021	3,000,000.00	2,946,900.00	2,995,657.09	1.250	1.262	1.280	295	12/21/2026
		Subtotal and Average	**2,995,657.09**		**3,000,000.00**	**2,946,900.00**	**2,995,657.09**		**1.262**	**1.280**	**295**	
Treasury Securities - Coupon												
91282CKK6	2384	U S TREASURY		06/18/2025	1,000,000.00	1,001,830.00	1,005,625.00	4.875	4.144	4.202	60	04/30/2026
91282CLB5	2382	U S TREASURY		06/17/2025	1,000,000.00	1,003,020.00	1,002,695.31	4.375	4.066	4.123	152	07/31/2026
91282CHY0	2401	U S TREASURY		07/22/2025	3,000,000.00	3,015,180.00	3,019,453.13	4.625	3.982	4.038	198	09/15/2026
91282CLS8	2357	U S TREASURY		12/20/2024	750,000.00	752,370.00	747,421.88	4.125	3.386	3.433	244	10/31/2026
91282CLY5	2406	U S TREASURY		07/22/2025	3,000,000.00	3,014,130.00	3,010,312.50	4.250	3.930	3.984	274	11/30/2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Treasury Securities - Coupon												
91282CJT9	2402	U S TREASURY		07/22/2025	3,000,000.00	3,011,910.00	3,002,109.38	4.000	3.896	3.950	320	01/15/2027
91282CMP3	2369	U S TREASURY		03/20/2025	750,000.00	754,357.50	750,644.53	4.125	4.022	4.078	364	02/28/2027
91282CMP3	2416	U S TREASURY		10/20/2025	1,945,000.00	1,956,300.45	1,960,575.20	4.125	3.467	3.515	364	02/28/2027
91282CMV0	2373	U S TREASURY		04/21/2025	750,000.00	752,962.50	750,966.80	3.875	3.752	3.805	395	03/31/2027
91282CMY4	2375	U S TREASURY		05/23/2025	1,000,000.00	1,002,970.00	995,273.44	3.750	3.950	4.005	425	04/30/2027
91282CKV2	2387	U S TREASURY		06/05/2025	1,000,000.00	1,014,530.00	1,014,765.63	4.625	3.807	3.860	471	06/15/2027
91282CLG4	2430	U S TREASURY		07/23/2025	3,000,000.00	3,013,470.00	2,995,664.06	3.750	3.770	3.823	532	08/15/2027
91282CPE5	2420	U S TREASURY		11/25/2025	2,000,000.00	2,002,580.00	1,999,609.38	3.500	3.462	3.510	609	10/31/2027
91282CLX7	2356	U S TREASURY		12/20/2024	750,000.00	758,790.00	745,810.55	4.125	4.271	4.331	624	11/15/2027
91282CMF5	2364	U S TREASURY		01/15/2025	750,000.00	761,482.50	745,283.20	4.250	4.415	4.476	685	01/15/2028
91282CMS7	2370	U S TREASURY		03/20/2025	750,000.00	757,267.50	746,279.30	3.875	3.997	4.053	745	03/15/2028
91282CMW8	2372	U S TREASURY		04/21/2025	1,000,000.00	1,007,460.00	998,515.63	3.750	3.751	3.803	776	04/15/2028
91282CHE4	2366	U S TREASURY		02/20/2025	750,000.00	753,922.50	735,000.00	3.625	3.697	3.748	822	05/31/2028
91282CHE4	2389	U S TREASURY		06/05/2025	450,000.00	452,353.50	447,328.13	3.625	3.269	3.314	822	05/31/2028
91282CNH0	2385	U S TREASURY		06/18/2025	1,500,000.00	1,516,470.00	1,499,003.91	3.875	3.845	3.899	837	06/15/2028
91282CNM9	2411	U S TREASURY		07/23/2025	3,000,000.00	3,033,390.00	3,008,203.13	3.875	3.725	3.777	867	07/15/2028
91282CHX2	2367	U S TREASURY		02/20/2025	750,000.00	767,722.50	751,699.22	4.375	4.246	4.305	914	08/31/2028
91282CHX2	2390	U S TREASURY		06/17/2025	500,000.00	511,815.00	506,269.53	4.375	4.334	4.395	914	08/31/2028
91282CHX2	2422	U S TREASURY		01/28/2026	1,750,000.00	1,791,352.50	1,782,333.98	4.375	3.580	3.630	914	08/31/2028
91282CNY3	2415	U S TREASURY		09/30/2025	3,000,000.00	2,999,520.00	2,978,671.88	3.375	3.590	3.640	929	09/15/2028
91282CJA0	2365	U S TREASURY		01/15/2025	750,000.00	772,912.50	751,875.00	4.625	4.487	4.549	944	09/30/2028
91282CJA0	2399	U S TREASURY		06/17/2025	500,000.00	515,275.00	510,214.84	4.625	3.900	3.954	944	09/30/2028
91282CJA0	2412	U S TREASURY		08/29/2025	750,000.00	772,912.50	771,855.47	4.625	3.568	3.618	944	09/30/2028
91282CJN2	2371	U S TREASURY		04/21/2025	750,000.00	769,305.00	762,890.63	4.375	3.806	3.859	1,005	11/30/2028
91282CJN2	2407	U S TREASURY		07/23/2025	2,250,000.00	2,307,915.00	2,290,781.25	4.375	3.741	3.793	1,005	11/30/2028
91282CPP0	2427	U S TREASURY		01/28/2026	2,250,000.00	2,257,042.50	2,241,826.17	3.500	3.590	3.640	1,020	12/15/2028
91282CJW2	2374	U S TREASURY		05/23/2025	1,000,000.00	1,016,950.00	997,890.63	4.000	4.005	4.061	1,067	01/31/2029
91282CJW2	2403	U S TREASURY		07/22/2025	2,000,000.00	2,033,900.00	2,010,937.50	4.000	3.780	3.832	1,067	01/31/2029
91282CKG5	2383	U S TREASURY		06/05/2025	1,250,000.00	1,276,512.50	1,261,132.81	4.125	3.818	3.871	1,126	03/31/2029
91282CKG5	2408	U S TREASURY		07/23/2025	1,750,000.00	1,787,117.50	1,768,525.39	4.125	3.761	3.813	1,126	03/31/2029
91282CKT7	2388	U S TREASURY		06/18/2025	1,500,000.00	1,549,980.00	1,529,707.03	4.500	3.899	3.953	1,187	05/31/2029
91282CKT7	2405	U S TREASURY		07/22/2025	1,500,000.00	1,549,980.00	1,534,511.72	4.500	3.799	3.851	1,187	05/31/2029
91282CLC3	2409	U S TREASURY		07/23/2025	3,000,000.00	3,056,250.00	3,018,281.25	4.000	3.782	3.835	1,248	07/31/2029
91282CMA6	2410	U S TREASURY		07/23/2025	3,000,000.00	3,071,130.00	3,032,226.56	4.125	3.801	3.854	1,370	11/30/2029
91282CMG3	2413	U S TREASURY		08/29/2025	1,500,000.00	1,543,305.00	1,533,750.00	4.250	3.643	3.693	1,432	01/31/2030
91282CMG3	2424	U S TREASURY		01/28/2026	1,500,000.00	1,543,305.00	1,528,300.78	4.250	3.687	3.739	1,432	01/31/2030

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Treasury Securities - Coupon												
91282CGZ8	2414	U S TREASURY		09/30/2025	3,000,000.00	3,003,060.00	2,971,875.00	3.500	4.163	4.221	1,521	04/30/2030
91282CHF1	2428	U S TREASURY		01/30/2026	3,000,000.00	3,031,890.00	2,998,945.31	3.750	3.718	3.770	1,552	05/31/2030
91282CHJ3	2421	U S TREASURY		12/08/2025	3,000,000.00	3,031,890.00	3,007,031.25	3.750	3.643	3.693	1,582	06/30/2030
91282CNN7	2429	U S TREASURY		01/30/2026	3,000,000.00	3,047,700.00	3,012,773.44	3.875	3.728	3.780	1,613	07/31/2030
91282CPA3	2425	U S TREASURY		01/28/2026	3,000,000.00	3,015,930.00	2,978,320.31	3.625	3.758	3.810	1,674	09/30/2030
91282CPN5	2426	U S TREASURY		01/28/2026	3,000,000.00	2,999,070.00	2,959,453.13	3.500	3.768	3.820	1,735	11/30/2030
		Subtotal and Average	**80,672,620.17**		**80,395,000.00**	**81,360,488.95**	**80,672,620.17**		**3.799**	**3.852**	**982**	
Treasury Securities - Discount												
912797SZ1	2535	U S TREASURY		11/25/2025	145,000.00	144,781.05	143,314.24	3.737	3.833	3.887	16	03/17/2026
912797SZ1	2536	U S TREASURY		12/08/2025	290,000.00	289,562.10	287,122.82	3.608	3.396	3.443	16	03/17/2026
912797TL1	2538	U S TREASURY		01/28/2026	5,000,000.00	4,968,200.00	4,951,803.13	3.577	3.620	3.670	65	05/05/2026
912797TL1	2539	U S TREASURY		01/30/2026	85,000.00	84,459.40	84,198.13	3.575	3.610	3.660	65	05/05/2026
		Subtotal and Average	**5,798,426.12**		**5,520,000.00**	**5,487,002.55**	**5,466,438.32**		**3.614**	**3.664**	**61**	
Federal Agency Issues - Callable												
3130ALNT7	4578	FEDERAL HOME LOAN BANK		03/30/2021	3,000,000.00	2,993,190.00	2,998,050.00	0.980	0.980	0.993	29	03/30/2026
3130ALUC6	4580	FEDERAL HOME LOAN BANK		04/15/2021	3,000,000.00	2,989,920.00	2,995,500.00	1.020	1.036	1.051	45	04/15/2026
3130AMCL4	4585	FEDERAL HOME LOAN BANK		05/20/2021	2,795,000.00	2,778,872.85	2,795,000.00	1.020	1.006	1.020	79	05/19/2026
3130AMGW6	4588	FEDERAL HOME LOAN BANK		05/26/2021	3,000,000.00	2,980,500.00	2,998,950.00	0.980	0.974	0.987	86	05/26/2026
3130AMHB1	4590	FEDERAL HOME LOAN BANK		06/02/2021	2,750,000.00	2,731,822.50	2,746,562.50	0.875	0.888	0.901	86	05/26/2026
3133EMH21	4595	FEDERAL FARM CREDIT BANK		06/24/2021	3,000,000.00	2,974,920.00	2,997,000.00	0.900	0.908	0.921	106	06/15/2026
3130AMSL7	4592	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,973,390.00	3,000,000.00	1.030	1.016	1.030	121	06/30/2026
3130AMYA4	4594	FEDERAL HOME LOAN BANK		06/30/2021	3,000,000.00	2,974,710.00	3,000,000.00	1.070	1.055	1.070	121	06/30/2026
3130AMWK4	4597	FEDERAL HOME LOAN BANK		07/14/2021	3,000,000.00	2,970,090.00	2,999,250.00	1.020	1.011	1.025	135	07/14/2026
3130AP2P9	4598	FEDERAL HOME LOAN BANK		09/30/2021	3,000,000.00	2,952,210.00	2,983,500.00	0.920	1.019	1.033	213	09/30/2026
3130APC94	4599	FEDERAL HOME LOAN BANK		10/14/2021	3,000,000.00	2,951,280.00	2,997,750.00	1.070	1.071	1.085	227	10/14/2026
3130APU78	4600	FEDERAL HOME LOAN BANK		12/09/2021	530,000.00	520,995.30	526,947.20	1.300	1.401	1.421	268	11/24/2026
3130APUR4	4601	FEDERAL HOME LOAN BANK		12/09/2021	1,840,000.00	1,808,738.40	1,829,401.60	1.300	1.401	1.421	268	11/24/2026
3130APVC6	4602	FEDERAL HOME LOAN BANK		12/09/2021	3,000,000.00	2,949,510.00	2,988,000.00	1.375	1.439	1.459	275	12/01/2026
3130AQG80	4605	FEDERAL HOME LOAN BANK		01/03/2022	3,000,000.00	2,946,000.00	2,999,250.00	1.420	1.406	1.425	303	12/29/2026
3130AQG80	4606	FEDERAL HOME LOAN BANK		01/10/2022	3,000,000.00	2,946,000.00	2,982,750.00	1.420	1.519	1.541	303	12/29/2026
3130AQEC3	4603	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,944,890.00	3,000,000.00	1.370	1.351	1.370	304	12/30/2026
3130AQEF6	4604	FEDERAL HOME LOAN BANK		12/30/2021	3,000,000.00	2,945,010.00	2,998,500.00	1.375	1.366	1.385	304	12/30/2026
3130AQLD3	4607	FEDERAL HOME LOAN BANK		02/08/2022	3,000,000.00	2,953,980.00	2,975,010.00	1.750	1.900	1.926	333	01/28/2027

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Federal Agency Issues - Callable												
3130AQW66	4608	FEDERAL HOME LOAN BANK		03/08/2022	3,000,000.00	2,956,830.00	2,995,500.00	2.080	2.083	2.112	361	02/25/2027
		Subtotal and Average	**55,806,921.30**		**55,915,000.00**	**55,242,859.05**	**55,806,921.30**		**1.233**	**1.250**	**195**	
Supranationals												
45950KDF4	7011	International Finance Corp		06/30/2025	1,000,000.00	1,006,470.00	1,007,230.00	4.375	3.833	3.886	320	01/15/2027
459058KT9	7005	INTERNATIONAL BANK FOR RECONST		06/18/2025	2,000,000.00	2,004,680.00	1,972,780.00	3.500	3.921	3.975	864	07/12/2028
		Subtotal and Average	**3,855,188.57**		**3,000,000.00**	**3,011,150.00**	**2,980,010.00**		**3.891**	**3.945**	**680**	
Asset Backed Securities												
096912AD2	7007	BMW Vehicle Owner Trust		06/10/2025	175,000.00	176,442.35	174,996.15	4.430	4.411	4.473	848	06/26/2028
89240NAD4	7013	Toyota Lease Owner Trust		09/17/2025	805,000.00	808,608.09	804,855.91	3.960	3.819	3.872	995	11/20/2028
448970AD5	7024	Hyundai Auto Receivables Trust		01/21/2026	590,000.00	592,588.86	589,913.51	3.970	3.955	4.010	1,020	12/15/2028
36273VAD7	7032	GM Financial Automobile Leasin		02/12/2026	1,050,000.00	1,052,986.94	1,049,862.56	3.880	3.866	3.920	1,058	01/22/2029
58770XAD5	7016	MERCEDES-BENZ AUTO LEASE TRUST		10/22/2025	1,260,000.00	1,263,921.37	1,259,793.23	4.520	4.410	4.471	1,142	04/16/2029
44935XAD7	7006	Hyundai Auto Receivables Trust		06/11/2025	265,000.00	267,945.79	264,976.07	4.360	4.344	4.404	1,387	12/17/2029
58770YAD3	7025	MERCEDES-BENZ AUTO LEASE TRUST		01/21/2026	535,000.00	537,176.11	534,893.91	3.930	3.916	3.970	1,416	01/15/2030
43815CAD0	7028	Honda Auto Receivables 2026-1		02/18/2026	930,000.00	932,053.44	929,851.85	3.780	3.758	3.810	1,645	09/01/2030
89240KAD0	7026	Toyota Lease Owner Trust		01/21/2026	770,000.00	773,786.40	769,934.40	3.860	3.837	3.890	1,660	09/16/2030
448981AD2	7027	Hyundai Auto Receivables Trust		02/18/2026	1,240,000.00	1,243,393.38	1,239,916.30	3.790	3.768	3.820	1,815	02/18/2031
		Subtotal and Average	**5,889,188.65**		**7,620,000.00**	**7,648,902.73**	**7,618,993.89**		**3.958**	**4.013**	**1,350**	
Compounding CD's												
SYS 1091-3	SYS 1091-3	United Business Bank		04/11/2025	254,392.57	254,392.57	254,392.57	4.150	4.093	4.150	41	04/11/2026
		Subtotal and Average	**254,392.57**		**254,392.57**	**254,392.57**	**254,392.57**		**4.093**	**4.150**	**41**	
		Total and Average	**250,632,246.29**		**250,494,529.94**	**251,122,862.62**	**250,660,499.46**		**3.370**	**3.417**	**544**	

CITY OF PLEASANTON
Portfolio Management
Portfolio Details - Cash
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
Gov't Money Market											
SYS CASH	7-3	BANK OF NEWYORK MELLON		07/01/2025	0.00	0.00	0.00		0.000	0.000	1
		Average Balance	**0.00**								**0**
		Total Cash and Investments	**250,632,246.29**		**250,494,529.94**	**251,122,862.62**	**250,660,499.46**		**3.370**	**3.417**	**544**

CITY OF PLEASANTON
Portfolio Management
Portfolio Details with Earnings - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Certificates of Deposit - Bank													
1093-8	1093-8	FREMON		02/22/2026	240,217.87	240,217.87	240,217.87	3.300	81	3.300	152.03	0.00	05/21/2026
	Subtotal and Average		**231,638.66**		**240,217.87**	**240,217.87**	**240,217.87**	3.300	81	3.300	152.03	0.00	
LAIF													
SYS5	5	LAIF			56,500,000.00	56,478,642.15	56,500,000.00	4.480	1	4.480	756,776.58	-21,357.85	
	Subtotal and Average		**56,500,000.00**		**56,500,000.00**	**56,478,642.15**	**56,500,000.00**	4.480	1	4.480	756,776.58	-21,357.85	
Gov't Money Market													
X9USDCRGO	7-1	DRYFUS			137,819.82	137,819.82	137,819.82	4.110	1	4.110	1,070.68	0.00	
X9USDCRGO	7-2	DRYFUS			4,262,099.68	4,262,099.68	4,262,099.68	4.110	1	4.110	16,668.89	0.00	
	Subtotal and Average		**1,786,156.55**		**4,399,919.50**	**4,399,919.50**	**4,399,919.50**	4.110	1	4.110	17,739.57	0.00	
Medium Term Notes													
46632FSCO	6068	JP		06/22/2021	3,000,000.00	2,964,570.00	3,000,000.00	1.100	113	1.100	6,325.00	-35,430.00	06/22/2026
14913UAR1	6095	CATERP		06/17/2025	500,000.00	505,700.00	501,455.00	4.400	593	4.264	8,311.11	4,245.00	10/15/2027
14913UAR1	6105	CATERP		07/22/2025	1,000,000.00	1,011,400.00	1,005,920.00	4.400	593	4.116	16,622.22	5,480.00	10/15/2027
571748BY7	6108	MMC		07/22/2025	1,000,000.00	1,009,280.00	1,006,950.00	4.550	617	4.226	14,281.94	2,330.00	11/08/2027
532457CU0	6082	ELI LI		03/20/2025	500,000.00	508,330.00	502,955.00	4.550	713	4.329	1,200.69	5,375.00	02/12/2028
857477CU5	6085	STESTR		03/20/2025	500,000.00	507,945.00	500,095.00	4.536	729	4.528	11,529.00	7,850.00	02/28/2028
46647PAF3	6115	JPMCC		07/23/2025	750,000.00	745,912.50	739,305.00	3.540	792	4.087	8,850.00	6,607.50	05/01/2028
26444HAE1	6090	DUKE E		04/22/2025	500,000.00	500,695.00	491,355.00	3.800	867	4.378	2,427.78	9,340.00	07/15/2028
26444HAE1	6114	DUKE E		07/23/2025	750,000.00	751,042.50	744,285.00	3.800	867	4.074	3,641.67	6,757.50	07/15/2028
61744YAK4	6116	CITI		07/23/2025	750,000.00	745,590.00	736,972.50	3.591	874	4.213	2,917.69	8,617.50	07/22/2028
74340XBX8	6084	PROLOG		03/20/2025	500,000.00	501,725.00	490,595.00	4.000	929	4.589	9,222.22	11,130.00	09/15/2028
74340XBX8	6111	PROLOG		07/22/2025	750,000.00	752,587.50	744,652.50	4.000	929	4.242	13,833.33	7,935.00	09/15/2028
023135CS3	6135	AMZ		11/20/2025	925,000.00	930,244.75	924,796.50	3.900	995	3.800	10,121.04	5,448.25	11/20/2028
06051GHD4	6118	BOFA		07/23/2025	750,000.00	742,275.00	733,402.50	3.419	1025	4.122	15,599.19	8,872.50	12/20/2028
58989V2M5	6136	RIC		01/14/2026	1,225,000.00	1,226,960.00	1,223,419.75	4.000	1050	4.070	6,397.22	3,540.25	01/14/2029
24422EXH7	6073	JDCC		01/15/2025	500,000.00	510,975.00	491,705.00	4.500	1052	4.962	2,734.81	19,270.00	01/16/2029
24422EXH7	6106	JDCC		07/22/2025	1,000,000.00	1,021,950.00	1,009,040.00	4.500	1052	4.218	5,469.61	12,910.00	01/16/2029
78017DAA6	6080	RBC		02/20/2025	500,000.00	510,160.00	501,950.00	4.965	1060	4.853	2,551.46	8,210.00	01/24/2029
69371RS80	6083	PCAR		03/20/2025	500,000.00	513,040.00	501,095.00	4.600	1067	4.532	1,980.56	11,945.00	01/31/2029
06406RBN6	6074	BNYT		01/15/2025	500,000.00	506,050.00	493,470.00	4.543	1068	4.902	1,756.96	12,580.00	02/01/2029
06406RBN6	6139	BNYT		01/28/2026	750,000.00	759,075.00	758,415.00	4.543	1068	4.139	2,635.44	660.00	02/01/2029
91159HJK7	6087	USBANC		04/22/2025	500,000.00	506,450.00	498,370.00	4.653	1068	4.746	1,938.75	8,080.00	02/01/2029
91159HJK7	6141	USBANC		01/28/2026	1,000,000.00	1,012,900.00	1,011,210.00	4.653	1068	4.340	3,877.50	1,690.00	02/01/2029

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Medium Term Notes													
009158BH8	6086	APC		04/21/2025	500,000.00	511,555.00	503,835.00	4.600	1075	4.376	1,469.44	7,720.00	02/08/2029
756109CF9	6128	RIC		07/23/2025	1,000,000.00	1,022,380.00	1,014,460.00	4.750	1082	4.306	2,111.11	7,920.00	02/15/2029
17275RBR2	6089	CISCO		04/21/2025	500,000.00	515,010.00	509,240.00	4.850	1093	4.321	336.81	5,770.00	02/26/2029
17275RBR2	6140	CISCO		01/28/2026	1,500,000.00	1,545,030.00	1,537,560.00	4.850	1093	3.990	1,010.42	7,470.00	02/26/2029
00287YDS5	6079	ABBVIE		02/20/2025	500,000.00	513,745.00	500,950.00	4.800	1110	4.747	11,066.67	12,795.00	03/15/2029
00287YDS5	6137	ABBVIE		01/28/2026	1,000,000.00	1,027,490.00	1,023,440.00	4.800	1110	4.000	22,133.33	4,050.00	03/15/2029
571748BG6	6091	MMC		05/23/2025	500,000.00	505,240.00	496,995.00	4.375	1110	4.546	10,086.81	8,245.00	03/15/2029
58989V2H6	6130	MET		07/22/2025	1,000,000.00	1,036,110.00	1,029,130.00	5.250	1138	4.391	20,270.83	6,980.00	04/12/2029
74456QBY1	6120	PSEG		07/23/2025	1,000,000.00	981,060.00	962,760.00	3.200	1171	4.267	9,422.22	18,300.00	05/15/2029
91324PEH1	6078	UHGI		02/20/2025	500,000.00	501,885.00	485,910.00	4.000	1171	4.740	5,888.89	15,975.00	05/15/2029
025816EJ4	6125	AMEX		07/25/2025	1,000,000.00	1,009,640.00	999,420.00	4.351	1237	4.530	4,955.31	10,220.00	07/20/2029
025816EJ4	6138	AMEX		01/28/2026	750,000.00	757,230.00	753,892.50	4.351	1237	4.230	3,716.48	3,337.50	07/20/2029
61747YFF7	6069	MS		12/20/2024	500,000.00	515,715.00	505,770.00	5.449	1237	5.161	3,102.90	9,945.00	07/20/2029
61747YFF7	6133	MS		07/22/2025	250,000.00	257,857.50	257,092.50	5.449	1237	4.800	1,551.45	765.00	07/20/2029
06051GHM4	6076	BOFA		01/15/2025	500,000.00	502,910.00	484,830.00	4.271	1240	5.029	2,182.69	18,080.00	07/23/2029
06051GHM4	7010	BOFA		07/22/2025	250,000.00	251,455.00	249,435.00	4.271	1240	4.333	1,091.35	2,020.00	07/23/2029
46647PDU7	6070	JPMCC		12/20/2024	500,000.00	514,745.00	504,480.00	5.299	1241	5.076	2,723.10	10,265.00	07/24/2029
46647PDU7	6107	JPMCC		07/22/2025	250,000.00	257,372.50	256,410.00	5.299	1241	4.590	1,361.55	962.50	07/24/2029
171239AL0	6088	CHUBB		04/21/2025	500,000.00	513,585.00	503,710.00	4.650	1263	4.457	1,033.33	9,875.00	08/15/2029
30303M8S4	6081	METAPF		03/20/2025	500,000.00	508,205.00	496,715.00	4.300	1263	4.465	955.56	11,490.00	08/15/2029
857477BD4	6092	SSC		05/23/2025	500,000.00	503,795.00	493,045.00	4.141	1373	4.483	5,061.22	10,750.00	12/03/2029
89236TNA9	6134	TOYOTA		08/28/2025	1,500,000.00	1,555,515.00	1,544,835.00	4.950	1410	4.192	10,725.00	10,680.00	01/09/2030
		Subtotal and Average	**36,842,056.61**		**33,650,000.00**	**34,052,387.25**	**33,725,328.75**	4.132	968	4.056	276,481.66	327,058.50	
Federal Agency Issues - Coupon													
3130AQF65	3576	FHLB		12/22/2021	3,000,000.00	2,946,900.00	2,995,657.09	1.250	295	1.280	7,291.66	-48,757.09	12/21/2026
		Subtotal and Average	**2,995,657.09**		**3,000,000.00**	**2,946,900.00**	**2,995,657.09**	1.250	295	1.280	7,291.66	-48,757.09	
Treasury Securities - Coupon													
91282CKK6	2384	UST		06/18/2025	1,000,000.00	1,001,830.00	1,005,625.00	4.875	60	4.201	16,294.89	-3,795.00	04/30/2026
91282CLB5	2382	UST		06/17/2025	1,000,000.00	1,003,020.00	1,002,695.31	4.375	152	4.122	3,504.83	324.69	07/31/2026
91282CHY0	2401	UST		07/22/2025	3,000,000.00	3,015,180.00	3,019,453.13	4.625	198	4.037	64,008.98	-4,273.13	09/15/2026
91282CLS8	2357	UST		12/20/2024	750,000.00	752,370.00	747,421.88	4.125	244	3.433	10,369.17	4,948.12	10/31/2026
91282CLY5	2406	UST		07/22/2025	3,000,000.00	3,014,130.00	3,010,312.50	4.250	274	3.984	31,875.00	3,817.50	11/30/2026
91282CJT9	2402	UST		07/22/2025	3,000,000.00	3,011,910.00	3,002,109.38	4.000	320	3.950	14,917.13	9,800.62	01/15/2027
91282CMP3	2369	UST		03/20/2025	750,000.00	754,357.50	750,644.53	4.125	364	4.077	15,552.82	3,712.97	02/28/2027

CITY OF PLEASANTON
Portfolio Management
Portfolio Details with Earnings - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Treasury Securities - Coupon													
91282CMP3	2416	UST		10/20/2025	1,945,000.00	1,956,300.45	1,960,575.20	4.125	364	3.514	40,333.65	-4,274.75	02/28/2027
91282CMV0	2373	UST		04/21/2025	750,000.00	752,962.50	750,966.80	3.875	395	3.804	12,135.99	1,995.70	03/31/2027
91282CMY4	2375	UST		05/23/2025	1,000,000.00	1,002,970.00	995,273.44	3.750	425	4.004	12,534.53	7,696.56	04/30/2027
91282CKV2	2387	UST		06/05/2025	1,000,000.00	1,014,530.00	1,014,765.63	4.625	471	3.860	32,781.59	-235.63	06/15/2027
91282CLG4	2430	UST		07/23/2025	3,000,000.00	3,013,470.00	2,995,664.06	3.750	532	3.822	4,350.83	17,805.94	08/15/2027
91282CPE5	2420	UST		11/25/2025	2,000,000.00	2,002,580.00	1,999,609.38	3.500	609	3.510	23,397.79	2,970.62	10/31/2027
91282CLX7	2356	UST		12/20/2024	750,000.00	758,790.00	745,810.55	4.125	624	4.330	9,059.05	12,979.45	11/15/2027
91282CMF5	2364	UST		01/15/2025	750,000.00	761,482.50	745,283.20	4.250	685	4.476	3,962.36	16,199.30	01/15/2028
91282CMS7	2370	UST		03/20/2025	750,000.00	757,267.50	746,279.30	3.875	745	4.052	13,407.29	10,988.20	03/15/2028
91282CMW8	2372	UST		04/21/2025	1,000,000.00	1,007,460.00	998,515.63	3.750	776	3.802	14,114.01	8,944.37	04/15/2028
91282CHE4	2366	UST		02/20/2025	750,000.00	753,922.50	735,000.00	3.625	822	3.747	6,834.43	18,922.50	05/31/2028
91282CHE4	2389	UST		06/05/2025	450,000.00	452,353.50	447,328.13	3.625	822	3.314	-4,055.59	5,025.37	05/31/2028
91282CNH0	2385	UST		06/18/2025	1,500,000.00	1,516,470.00	1,499,003.91	3.875	837	3.898	12,135.99	17,466.09	06/15/2028
91282CNM9	2411	UST		07/23/2025	3,000,000.00	3,033,390.00	3,008,203.13	3.875	867	3.776	14,450.97	25,186.87	07/15/2028
91282CHX2	2367	UST		02/20/2025	750,000.00	767,722.50	751,699.22	4.375	914	4.304	16,496.89	16,023.28	08/31/2028
91282CHX2	2390	UST		06/17/2025	500,000.00	511,815.00	506,269.53	4.375	914	4.394	10,997.93	5,545.47	08/31/2028
91282CHX2	2422	UST		01/28/2026	1,750,000.00	1,791,352.50	1,782,333.98	4.375	914	3.630	38,492.75	9,018.52	08/31/2028
91282CNY3	2415	UST		09/30/2025	3,000,000.00	2,999,520.00	2,978,671.88	3.375	929	3.640	46,709.25	20,848.12	09/15/2028
91282CJA0	2365	UST		01/15/2025	750,000.00	772,912.50	751,875.00	4.625	944	4.549	14,564.92	21,037.50	09/30/2028
91282CJA0	2399	UST		06/17/2025	500,000.00	515,275.00	510,214.84	4.625	944	3.953	9,709.94	5,060.16	09/30/2028
91282CJA0	2412	UST		08/29/2025	750,000.00	772,912.50	771,855.47	4.625	944	3.617	14,564.92	1,057.03	09/30/2028
91282CJN2	2371	UST		04/21/2025	750,000.00	769,305.00	762,890.63	4.375	1005	3.859	8,203.13	6,414.37	11/30/2028
91282CJN2	2407	UST		07/23/2025	2,250,000.00	2,307,915.00	2,290,781.25	4.375	1005	3.793	24,609.38	17,133.75	11/30/2028
91282CPP0	2427	UST		01/28/2026	2,250,000.00	2,257,042.50	2,241,826.17	3.500	1020	3.640	16,442.31	15,216.33	12/15/2028
91282CJW2	2374	UST		05/23/2025	1,000,000.00	1,016,950.00	997,890.63	4.000	1067	4.060	3,204.42	19,059.37	01/31/2029
91282CJW2	2403	UST		07/22/2025	2,000,000.00	2,033,900.00	2,010,937.50	4.000	1067	3.832	6,408.84	22,962.50	01/31/2029
91282CKG5	2383	UST		06/05/2025	1,250,000.00	1,276,512.50	1,261,132.81	4.125	1126	3.870	21,531.59	15,379.69	03/31/2029
91282CKG5	2408	UST		07/23/2025	1,750,000.00	1,787,117.50	1,768,525.39	4.125	1126	3.813	30,144.23	18,592.11	03/31/2029
91282CKT7	2388	UST		06/18/2025	1,500,000.00	1,549,980.00	1,529,707.03	4.500	1187	3.953	16,875.00	20,272.97	05/31/2029
91282CKT7	2405	UST		07/22/2025	1,500,000.00	1,549,980.00	1,534,511.72	4.500	1187	3.851	16,875.00	15,468.28	05/31/2029
91282CLC3	2409	UST		07/23/2025	3,000,000.00	3,056,250.00	3,018,281.25	4.000	1248	3.834	9,613.26	37,968.75	07/31/2029
91282CMA6	2410	UST		07/23/2025	3,000,000.00	3,071,130.00	3,032,226.56	4.125	1370	3.853	30,937.50	38,903.44	11/30/2029
91282CMG3	2413	UST		08/29/2025	1,500,000.00	1,543,305.00	1,533,750.00	4.250	1432	3.693	5,107.04	9,555.00	01/31/2030
91282CMG3	2424	UST		01/28/2026	1,500,000.00	1,543,305.00	1,528,300.78	4.250	1432	3.738	5,107.04	15,004.22	01/31/2030
91282CGZ8	2414	UST		09/30/2025	3,000,000.00	3,003,060.00	2,971,875.00	3.500	1521	4.220	87,596.69	31,185.00	04/30/2030

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Treasury Securities - Coupon													
91282CHF1	2428	UST		01/30/2026	3,000,000.00	3,031,890.00	2,998,945.31	3.750	1552	3.770	28,125.00	32,944.69	05/31/2030
91282CHJ3	2421	UST		12/08/2025	3,000,000.00	3,031,890.00	3,007,031.25	3.750	1582	3.693	18,646.41	24,858.75	06/30/2030
91282CNN7	2429	UST		01/30/2026	3,000,000.00	3,047,700.00	3,012,773.44	3.875	1613	3.780	9,312.85	34,926.56	07/31/2030
91282CPA3	2425	UST		01/28/2026	3,000,000.00	3,015,930.00	2,978,320.31	3.625	1674	3.810	45,412.09	37,609.69	09/30/2030
91282CPN5	2426	UST		01/28/2026	3,000,000.00	2,999,070.00	2,959,453.13	3.500	1735	3.820	26,250.00	39,616.87	11/30/2030
		Subtotal and Average	**80,672,620.17**		**80,395,000.00**	**81,360,488.95**	**80,672,620.17**	3.993	982	3.852	913,904.09	687,868.78	
Treasury Securities - Discount													
912797SZ1	2535	UST		11/25/2025	145,000.00	144,781.05	143,314.24	3.736	16	3.833	1,614.80	1,466.81	03/17/2026
912797SZ1	2536	UST		12/08/2025	290,000.00	289,562.10	287,122.82	3.607	16	3.396	2,412.18	2,439.28	03/17/2026
912797TL1	2538	UST		01/28/2026	5,000,000.00	4,968,200.00	4,951,803.13	3.577	65	3.620	15,900.00	16,396.87	05/05/2026
912797TL1	2539	UST		01/30/2026	85,000.00	84,459.40	84,198.13	3.574	65	3.610	253.22	261.27	05/05/2026
		Subtotal and Average	**5,798,426.12**		**5,520,000.00**	**5,487,002.55**	**5,466,438.32**	3.583	61	3.614	20,180.20	20,564.23	
Federal Agency Issues - Callable													
3130ALNT7	4578	FHLB		03/30/2021	3,000,000.00	2,993,190.00	2,998,050.00	0.980	29	0.993	12,331.67	-4,860.00	03/30/2026
3130ALUC6	4580	FHLB		04/15/2021	3,000,000.00	2,989,920.00	2,995,500.00	1.020	45	1.050	11,560.00	-5,580.00	04/15/2026
3130AMCL4	4585	FHLB		05/20/2021	2,795,000.00	2,778,872.85	2,795,000.00	1.020	79	1.019	8,077.55	-16,127.15	05/19/2026
3130AMGW6	4588	FHLB		05/26/2021	3,000,000.00	2,980,500.00	2,998,950.00	0.980	86	0.987	7,758.33	-18,450.00	05/26/2026
3130AMHB1	4590	FHLB		06/02/2021	2,750,000.00	2,731,822.50	2,746,562.50	0.875	86	0.900	6,349.83	-14,740.00	05/26/2026
3133EMH21	4595	FFCB		06/24/2021	3,000,000.00	2,974,920.00	2,997,000.00	0.900	106	0.920	5,700.00	-22,080.00	06/15/2026
3130AMSL7	4592	FHLB		06/30/2021	3,000,000.00	2,973,390.00	3,000,000.00	1.030	121	1.030	5,235.83	-26,610.00	06/30/2026
3130AMYA4	4594	FHLB		06/30/2021	3,000,000.00	2,974,710.00	3,000,000.00	1.070	121	1.070	5,439.17	-25,290.00	06/30/2026
3130AMWK4	4597	FHLB		07/14/2021	3,000,000.00	2,970,090.00	2,999,250.00	1.020	135	1.025	3,995.00	-29,160.00	07/14/2026
3130AP2P9	4598	FHLB		09/30/2021	3,000,000.00	2,952,210.00	2,983,500.00	0.920	213	1.033	11,576.67	-31,290.00	09/30/2026
3130APC94	4599	FHLB		10/14/2021	3,000,000.00	2,951,280.00	2,997,750.00	1.070	227	1.085	12,215.83	-46,470.00	10/14/2026
3130APU78	4600	FHLB		12/09/2021	530,000.00	520,995.30	526,947.20	1.300	268	1.420	1,856.47	-5,951.90	11/24/2026
3130APUR4	4601	FHLB		12/09/2021	1,840,000.00	1,808,738.40	1,829,401.60	1.300	268	1.420	6,445.11	-20,663.20	11/24/2026
3130APVC6	4602	FHLB		12/09/2021	3,000,000.00	2,949,510.00	2,988,000.00	1.375	275	1.458	10,312.50	-38,490.00	12/01/2026
3130AQG80	4605	FHLB		01/03/2022	3,000,000.00	2,946,000.00	2,999,250.00	1.420	303	1.425	7,336.67	-53,250.00	12/29/2026
3130AQG80	4606	FHLB		01/10/2022	3,000,000.00	2,946,000.00	2,982,750.00	1.420	303	1.540	7,336.67	-36,750.00	12/29/2026
3130AQEC3	4603	FHLB		12/30/2021	3,000,000.00	2,944,890.00	3,000,000.00	1.370	304	1.370	27,514.17	-55,110.00	12/30/2026
3130AQEF6	4604	FHLB		12/30/2021	3,000,000.00	2,945,010.00	2,998,500.00	1.375	304	1.385	27,614.58	-53,490.00	12/30/2026
3130AQLD3	4607	FHLB		02/08/2022	3,000,000.00	2,953,980.00	2,975,010.00	1.750	333	1.926	4,812.50	-21,030.00	01/28/2027
3130AQW66	4608	FHLB		03/08/2022	3,000,000.00	2,956,830.00	2,995,500.00	2.080	361	2.111	1,040.00	-38,670.00	02/25/2027

CITY OF PLEASANTON
Portfolio Management
Portfolio Details with Earnings - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
		Subtotal and Average	**55,806,921.30**		**55,915,000.00**	**55,242,859.05**	**55,806,921.30**	1.210	195	1.250	184,508.55	-564,062.25	
Supranationals													
45950KDF4	7011	IFC		06/30/2025	1,000,000.00	1,006,470.00	1,007,230.00	4.375	320	3.886	5,580.28	-760.00	01/15/2027
459058KT9	7005	IBFRAD		06/18/2025	2,000,000.00	2,004,680.00	1,972,780.00	3.500	864	3.975	9,527.78	31,900.00	07/12/2028
		Subtotal and Average	**3,855,188.57**		**3,000,000.00**	**3,011,150.00**	**2,980,010.00**	3.796	680	3.945	15,108.06	31,140.00	
Asset Backed Securities													
096912AD2	7007	BMW		06/10/2025	175,000.00	176,442.35	174,996.15	4.430	848	4.472	23.68	1,446.20	06/26/2028
89240NAD4	7013	TOYLOT		09/17/2025	805,000.00	808,608.09	804,855.91	3.960	995	3.872	1,597.40	3,752.18	11/20/2028
448970AD5	7024	HYU		01/21/2026	590,000.00	592,588.86	589,913.51	3.970	1020	4.010	1,648.29	2,675.35	12/15/2028
36273VAD7	7032	GMALT		02/12/2026	1,050,000.00	1,052,986.94	1,049,862.56	3.880	1058	3.920	1,361.77	3,124.38	01/22/2029
58770XAD5	7016	MBENZ		10/22/2025	1,260,000.00	1,263,921.37	1,259,793.23	4.520	1142	4.471	3,564.12	4,128.14	04/16/2029
44935XAD7	7006	HYU		06/11/2025	265,000.00	267,945.79	264,976.07	4.360	1387	4.404	405.84	2,969.72	12/17/2029
58770YAD3	7025	MBENZ		01/21/2026	535,000.00	537,176.11	534,893.91	3.930	1416	3.970	934.47	2,282.20	01/15/2030
43815CAD0	7028	HAROT		02/18/2026	930,000.00	932,053.44	929,851.85	3.780	1645	3.810	1,269.45	2,201.59	09/01/2030
89240KAD0	7026	TOYLOT		01/21/2026	770,000.00	773,786.40	769,934.40	3.860	1660	3.890	1,320.97	3,852.00	09/16/2030
448981AD2	7027	HYU		02/18/2026	1,240,000.00	1,243,393.38	1,239,916.30	3.790	1815	3.820	735.40	3,477.08	02/18/2031
		Subtotal and Average	**5,889,188.65**		**7,620,000.00**	**7,648,902.73**	**7,618,993.89**	4.005	1350	4.013	12,861.39	29,908.84	
Compounding CD's													
SYS 1091-3	SYS 1091-3	VCB		04/11/2025	254,392.57	254,392.57	254,392.57	4.150	41	4.150	4,946.02	0.00	04/11/2026
		Subtotal and Average	**254,392.57**		**254,392.57**	**254,392.57**	**254,392.57**	4.150	41	4.150	4,946.02	0.00	
		Total and Average	**250,632,246.29**		**250,494,529.94**	**251,122,862.62**	**250,660,499.46**	3.460	544	3.416	2,209,949.81	462,363.16	

CITY OF PLEASANTON
Portfolio Management
Portfolio Details with Earnings - Cash
February 28, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Gov't Money Market												
SYS CASH	7-3	BNYT		07/01/2025	0.00	0.00	0.00	0.000	1	0.000	0.00	0.00
	Average Balance		**0.00**									
	Total Cash and Investments		**250,632,246.29**		**250,494,529.94**	**251,122,862.62**	**250,660,499.46**	3.460	544	3.416	2,209,949.81	462,363.16

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Certificates of Deposit - Bank												
1093-8	1093-8	FREMON	240,217.87	3.300	05/21/2026	02/22/2026	3.300				240,217.87	240,217.87
	Certificates of Deposit - Bank Totals		**240,217.87**				**3.300**			**0.00**	**240,217.87**	**240,217.87**
LAIF												
SYS5	5	LAIF	56,500,000.00	4.480			4.480				56,500,000.00	56,500,000.00
		LAIF Totals	**56,500,000.00**				**4.480**			**0.00**	**56,500,000.00**	**56,500,000.00**
Gov't Money Market												
X9USDCRGO	7-1	DRYFUS	137,819.82	4.110			4.110				137,819.82	137,819.82
X9USDCRGO	7-2	DRYFUS	4,262,099.68	4.110			4.110				4,262,099.68	4,262,099.68
	Gov't Money Market Totals		**4,399,919.50**				**4.110**			**0.00**	**4,399,919.50**	**4,399,919.50**
Medium Term Notes												
46632FSCO	6068	JP	3,000,000.00	1.100	06/22/2026	06/22/2021	1.100	AA	Aa		3,000,000.00	3,000,000.00
14913UAR1	6095	CATERP	500,000.00	4.400	10/15/2027	06/17/2025	4.265	A	A	Received	501,455.00	501,455.00
14913UAR1	6105	CATERP	1,000,000.00	4.400	10/15/2027	07/22/2025	4.117	A	A	Received	1,005,920.00	1,005,920.00
571748BY7	6108	MMC	1,000,000.00	4.550	11/08/2027	07/22/2025	4.226	A	A	Received	1,006,950.00	1,006,950.00
532457CU0	6082	ELI LI	500,000.00	4.550	02/12/2028	03/20/2025	4.329	A	Aa	Received	502,955.00	502,955.00
857477CU5	6085	STESTR	500,000.00	4.536	02/28/2028	03/20/2025	4.528	A	Aa	Received	500,095.00	500,095.00
46647PAF3	6115	JPMCC	750,000.00	3.540	05/01/2028	07/23/2025	4.088	A	A	Received	739,305.00	739,305.00
26444HAE1	6090	DUKE E	500,000.00	3.800	07/15/2028	04/22/2025	4.378	A	A	Received	491,355.00	491,355.00
26444HAE1	6114	DUKE E	750,000.00	3.800	07/15/2028	07/23/2025	4.074	A	A	Received	744,285.00	744,285.00
61744YAK4	6116	CITI	750,000.00	3.591	07/22/2028	07/23/2025	4.214	A	A	Received	736,972.50	736,972.50
74340XBX8	6084	PROLOG	500,000.00	4.000	09/15/2028	03/20/2025	4.590	A	A	Received	490,595.00	490,595.00
74340XBX8	6111	PROLOG	750,000.00	4.000	09/15/2028	07/22/2025	4.243	A	A	Received	744,652.50	744,652.50
023135CS3	6135	AMZ	925,000.00	3.900	11/20/2028	11/20/2025	3.800	AA	A		924,796.50	924,796.50
06051GHD4	6118	BOFA	750,000.00	3.419	12/20/2028	07/23/2025	4.122	A	A	Received	733,402.50	733,402.50
58989V2M5	6136	RIC	1,225,000.00	4.000	01/14/2029	01/14/2026	4.070	AA	Aa		1,223,419.75	1,223,419.75
24422EXH7	6073	JDCC	500,000.00	4.500	01/16/2029	01/15/2025	4.962	A	A	Received	491,705.00	491,705.00
24422EXH7	6106	JDCC	1,000,000.00	4.500	01/16/2029	07/22/2025	4.218	A	A	Received	1,009,040.00	1,009,040.00
78017DAA6	6080	RBC	500,000.00	4.965	01/24/2029	02/20/2025	4.854	A	A	Received	501,950.00	501,950.00
69371RS80	6083	PCAR	500,000.00	4.600	01/31/2029	03/20/2025	4.532	A	A	Received	501,095.00	501,095.00
06406RBN6	6074	BNYT	500,000.00	4.543	02/01/2029	01/15/2025	4.902	A	Aa	Received	493,470.00	493,470.00
06406RBN6	6139	BNYT	750,000.00	4.543	02/01/2029	01/28/2026	4.139	A	Aa	Received	758,415.00	758,415.00

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Medium Term Notes												
91159HJK7	6087	USBANC	500,000.00	4.653	02/01/2029	04/22/2025	4.746	A	A	Received	498,370.00	498,370.00
91159HJK7	6141	USBANC	1,000,000.00	4.653	02/01/2029	01/28/2026	4.340	A	A	Received	1,011,210.00	1,011,210.00
009158BH8	6086	APC	500,000.00	4.600	02/08/2029	04/21/2025	4.377	A	A	Received	503,835.00	503,835.00
756109CF9	6128	RIC	1,000,000.00	4.750	02/15/2029	07/23/2025	4.307	A	A	Received	1,014,460.00	1,014,460.00
17275RBR2	6089	CISCO	500,000.00	4.850	02/26/2029	04/21/2025	4.322	AA	A	Received	509,240.00	509,240.00
17275RBR2	6140	CISCO	1,500,000.00	4.850	02/26/2029	01/28/2026	3.990	AA	A	Received	1,537,560.00	1,537,560.00
00287YDS5	6079	ABBVIE	500,000.00	4.800	03/15/2029	02/20/2025	4.747	A	A	Received	500,950.00	500,950.00
00287YDS5	6137	ABBVIE	1,000,000.00	4.800	03/15/2029	01/28/2026	4.000	A	A	Received	1,023,440.00	1,023,440.00
571748BG6	6091	MMC	500,000.00	4.375	03/15/2029	05/23/2025	4.547	A	A	Received	496,995.00	496,995.00
58989V2H6	6130	MET	1,000,000.00	5.250	04/12/2029	07/22/2025	4.391	AA	Aa	Received	1,029,130.00	1,029,130.00
74456QBY1	6120	PSEG	1,000,000.00	3.200	05/15/2029	07/23/2025	4.268	A	A	Received	962,760.00	962,760.00
91324PEH1	6078	UHGI	500,000.00	4.000	05/15/2029	02/20/2025	4.741	A	A	Received	485,910.00	485,910.00
025816EJ4	6125	AMEX	1,000,000.00	4.351	07/20/2029	07/25/2025	4.530	A	A		999,420.00	999,420.00
025816EJ4	6138	AMEX	750,000.00	4.351	07/20/2029	01/28/2026	4.230	A	A	Received	753,892.50	753,892.50
61747YFF7	6069	MS	500,000.00	5.449	07/20/2029	12/20/2024	5.162	A	A	Received	505,770.00	505,770.00
61747YFF7	6133	MS	250,000.00	5.449	07/20/2029	07/22/2025	4.800	A	A	Received	257,092.50	257,092.50
06051GHM4	6076	BOFA	500,000.00	4.271	07/23/2029	01/15/2025	5.029	A	A	Received	484,830.00	484,830.00
06051GHM4	7010	BOFA	250,000.00	4.271	07/23/2029	07/22/2025	4.333	A	A	Received	249,435.00	249,435.00
46647PDU7	6070	JPMCC	500,000.00	5.299	07/24/2029	12/20/2024	5.077	A	A	Received	504,480.00	504,480.00
46647PDU7	6107	JPMCC	250,000.00	5.299	07/24/2029	07/22/2025	4.591	A	A	Received	256,410.00	256,410.00
171239AL0	6088	CHUBB	500,000.00	4.650	08/15/2029	04/21/2025	4.458	A	A	Received	503,710.00	503,710.00
30303M8S4	6081	METAPF	500,000.00	4.300	08/15/2029	03/20/2025	4.465	AA	Aa	Received	496,715.00	496,715.00
857477BD4	6092	SSC	500,000.00	4.141	12/03/2029	05/23/2025	4.484	A	Aa	Received	493,045.00	493,045.00
89236TNA9	6134	TOYOTA	1,500,000.00	4.950	01/09/2030	08/28/2025	4.192	A	A	Received	1,544,835.00	1,544,835.00
	Medium Term Notes Totals		**33,650,000.00**				**4.056**			**0.00**	**33,725,328.75**	**33,725,328.75**
Federal Agency Issues - Coupon												
3130AQF65	3576	FHLB	3,000,000.00	1.250	12/21/2026	12/22/2021	1.280	AA	Aa		2,995,657.09	2,995,657.09
	Federal Agency Issues - Coupon Totals		**3,000,000.00**				**1.280**			**0.00**	**2,995,657.09**	**2,995,657.09**
Treasury Securities - Coupon												
91282CKK6	2384	UST	1,000,000.00	4.875	04/30/2026	06/18/2025	4.202	AA	Aa	Received	1,005,625.00	1,005,625.00
91282CLB5	2382	UST	1,000,000.00	4.375	07/31/2026	06/17/2025	4.123	AA	Aa	Received	1,002,695.31	1,002,695.31
91282CHY0	2401	UST	3,000,000.00	4.625	09/15/2026	07/22/2025	4.038	AA	Aa	Received	3,019,453.13	3,019,453.13

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Treasury Securities - Coupon												
91282CLS8	2357	UST	750,000.00	4.125	10/31/2026	12/20/2024	3.433	AA	Aa		747,421.88	747,421.88
91282CLY5	2406	UST	3,000,000.00	4.250	11/30/2026	07/22/2025	3.984	AA	Aa	Received	3,010,312.50	3,010,312.50
91282CJT9	2402	UST	3,000,000.00	4.000	01/15/2027	07/22/2025	3.950	AA	Aa	Received	3,002,109.38	3,002,109.38
91282CMP3	2369	UST	750,000.00	4.125	02/28/2027	03/20/2025	4.078	AA	Aa	Received	750,644.53	750,644.53
91282CMP3	2416	UST	1,945,000.00	4.125	02/28/2027	10/20/2025	3.515	AA	Aa	Received	1,960,575.20	1,960,575.20
91282CMV0	2373	UST	750,000.00	3.875	03/31/2027	04/21/2025	3.805	AA	Aa	Received	750,966.80	750,966.80
91282CMY4	2375	UST	1,000,000.00	3.750	04/30/2027	05/23/2025	4.005	AA	Aa	Received	995,273.44	995,273.44
91282CKV2	2387	UST	1,000,000.00	4.625	06/15/2027	06/05/2025	3.860	AA	Aa	Received	1,014,765.63	1,014,765.63
91282CLG4	2430	UST	3,000,000.00	3.750	08/15/2027	07/23/2025	3.823	AA	Aa	Received	2,995,664.06	2,995,664.06
91282CPE5	2420	UST	2,000,000.00	3.500	10/31/2027	11/25/2025	3.510	AA	Aa	Received	1,999,609.38	1,999,609.38
91282CLX7	2356	UST	750,000.00	4.125	11/15/2027	12/20/2024	4.331	AA	Aa		745,810.55	745,810.55
91282CMF5	2364	UST	750,000.00	4.250	01/15/2028	01/15/2025	4.476	AA	Aa		745,283.20	745,283.20
91282CMS7	2370	UST	750,000.00	3.875	03/15/2028	03/20/2025	4.053	AA	Aa	Received	746,279.30	746,279.30
91282CMW8	2372	UST	1,000,000.00	3.750	04/15/2028	04/21/2025	3.803	AA	Aa	Received	998,515.63	998,515.63
91282CHE4	2366	UST	750,000.00	3.625	05/31/2028	02/20/2025	3.748	AA	Aa	Received	735,000.00	735,000.00
91282CHE4	2389	UST	450,000.00	3.625	05/31/2028	06/05/2025	3.314	AA	Aa	Received	447,328.13	447,328.13
91282CNH0	2385	UST	1,500,000.00	3.875	06/15/2028	06/18/2025	3.899	AA	Aa	Received	1,499,003.91	1,499,003.91
91282CNM9	2411	UST	3,000,000.00	3.875	07/15/2028	07/23/2025	3.777	AA	Aa	Received	3,008,203.13	3,008,203.13
91282CHX2	2367	UST	750,000.00	4.375	08/31/2028	02/20/2025	4.305	AA	Aa	Received	751,699.22	751,699.22
91282CHX2	2390	UST	500,000.00	4.375	08/31/2028	06/17/2025	4.395	AA	Aa	Received	506,269.53	506,269.53
91282CHX2	2422	UST	1,750,000.00	4.375	08/31/2028	01/28/2026	3.630	AA	Aa	Received	1,782,333.98	1,782,333.98
91282CNY3	2415	UST	3,000,000.00	3.375	09/15/2028	09/30/2025	3.640	AAA	Aaa	Received	2,978,671.88	2,978,671.88
91282CJA0	2365	UST	750,000.00	4.625	09/30/2028	01/15/2025	4.549	AA	Aa	Received	751,875.00	751,875.00
91282CJA0	2399	UST	500,000.00	4.625	09/30/2028	06/17/2025	3.954	AA	Aa	Received	510,214.84	510,214.84
91282CJA0	2412	UST	750,000.00	4.625	09/30/2028	08/29/2025	3.618	AA	Aa	Received	771,855.47	771,855.47
91282CJN2	2371	UST	750,000.00	4.375	11/30/2028	04/21/2025	3.859	AA	Aa	Received	762,890.63	762,890.63
91282CJN2	2407	UST	2,250,000.00	4.375	11/30/2028	07/23/2025	3.793	AA	Aa	Received	2,290,781.25	2,290,781.25
91282CPP0	2427	UST	2,250,000.00	3.500	12/15/2028	01/28/2026	3.640		Aa	Received	2,241,826.17	2,241,826.17
91282CJW2	2374	UST	1,000,000.00	4.000	01/31/2029	05/23/2025	4.061	AA	Aa	Received	997,890.63	997,890.63
91282CJW2	2403	UST	2,000,000.00	4.000	01/31/2029	07/22/2025	3.832	AA	Aa	Received	2,010,937.50	2,010,937.50
91282CKG5	2383	UST	1,250,000.00	4.125	03/31/2029	06/05/2025	3.871	AA	Aa	Received	1,261,132.81	1,261,132.81
91282CKG5	2408	UST	1,750,000.00	4.125	03/31/2029	07/23/2025	3.813	AA	Aa	Received	1,768,525.39	1,768,525.39
91282CKT7	2388	UST	1,500,000.00	4.500	05/31/2029	06/18/2025	3.953	AA	Aa	Received	1,529,707.03	1,529,707.03
91282CKT7	2405	UST	1,500,000.00	4.500	05/31/2029	07/22/2025	3.851	AA	Aa	Received	1,534,511.72	1,534,511.72
91282CLC3	2409	UST	3,000,000.00	4.000	07/31/2029	07/23/2025	3.835	AA	Aa	Received	3,018,281.25	3,018,281.25

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Treasury Securities - Coupon												
91282CMA6	2410	UST	3,000,000.00	4.125	11/30/2029	07/23/2025	3.854	AA	Aa	Received	3,032,226.56	3,032,226.56
91282CMG3	2413	UST	1,500,000.00	4.250	01/31/2030	08/29/2025	3.693	AA	Aa	Received	1,533,750.00	1,533,750.00
91282CMG3	2424	UST	1,500,000.00	4.250	01/31/2030	01/28/2026	3.739	AA	Aa	Received	1,528,300.78	1,528,300.78
91282CGZ8	2414	UST	3,000,000.00	3.500	04/30/2030	09/30/2025	4.221	AAA	Aa	Received	2,971,875.00	2,971,875.00
91282CHF1	2428	UST	3,000,000.00	3.750	05/31/2030	01/30/2026	3.770		Aa	Received	2,998,945.31	2,998,945.31
91282CHJ3	2421	UST	3,000,000.00	3.750	06/30/2030	12/08/2025	3.693	AA	Aa	Received	3,007,031.25	3,007,031.25
91282CNN7	2429	UST	3,000,000.00	3.875	07/31/2030	01/30/2026	3.780		Aa	Received	3,012,773.44	3,012,773.44
91282CPA3	2425	UST	3,000,000.00	3.625	09/30/2030	01/28/2026	3.810		Aa	Received	2,978,320.31	2,978,320.31
91282CPN5	2426	UST	3,000,000.00	3.500	11/30/2030	01/28/2026	3.820			Received	2,959,453.13	2,959,453.13
	Treasury Securities - Coupon Totals		**80,395,000.00**				**3.852**			**0.00**	**80,672,620.17**	**80,672,620.17**
Treasury Securities - Discount												
912797SZ1	2535	UST	145,000.00	3.737	03/17/2026	11/25/2025	3.833	A	P-1		143,314.24	143,314.24
912797SZ1	2536	UST	290,000.00	3.608	03/17/2026	12/08/2025	3.396	A	P-1		287,122.82	287,122.82
912797TL1	2538	UST	5,000,000.00	3.577	05/05/2026	01/28/2026	3.620				4,951,803.13	4,951,803.13
912797TL1	2539	UST	85,000.00	3.575	05/05/2026	01/30/2026	3.610				84,198.13	84,198.13
	Treasury Securities - Discount Totals		**5,520,000.00**				**3.614**			**0.00**	**5,466,438.32**	**5,466,438.32**
Federal Agency Issues - Callable												
3130ALNT7	4578	FHLB	3,000,000.00	0.980	03/30/2026	03/30/2021	0.993	AA	Aa		2,998,050.00	2,998,050.00
3130ALUC6	4580	FHLB	3,000,000.00	1.020	04/15/2026	04/15/2021	1.051	AA	Aa		2,995,500.00	2,995,500.00
3130AMCL4	4585	FHLB	2,795,000.00	1.020	05/19/2026	05/20/2021	1.020	AA	Aa	Received	2,795,000.00	2,795,000.00
3130AMGW6	4588	FHLB	3,000,000.00	0.980	05/26/2026	05/26/2021	0.987	AA	Aa		2,998,950.00	2,998,950.00
3130AMHB1	4590	FHLB	2,750,000.00	0.875	05/26/2026	06/02/2021	0.901	AA	Aa	Received	2,746,562.50	2,746,562.50
3133EMH21	4595	FFCB	3,000,000.00	0.900	06/15/2026	06/24/2021	0.921	AA	Aa	Received	2,997,000.00	2,997,000.00
3130AMSL7	4592	FHLB	3,000,000.00	1.030	06/30/2026	06/30/2021	1.030	AA	Aa		3,000,000.00	3,000,000.00
3130AMYA4	4594	FHLB	3,000,000.00	1.070	06/30/2026	06/30/2021	1.070	AA	Aa		3,000,000.00	3,000,000.00
3130AMWK4	4597	FHLB	3,000,000.00	1.020	07/14/2026	07/14/2021	1.025	AA	Aa		2,999,250.00	2,999,250.00
3130AP2P9	4598	FHLB	3,000,000.00	0.920	09/30/2026	09/30/2021	1.033	AA	Aa		2,983,500.00	2,983,500.00
3130APC94	4599	FHLB	3,000,000.00	1.070	10/14/2026	10/14/2021	1.085	AA	Aa		2,997,750.00	2,997,750.00
3130APU78	4600	FHLB	530,000.00	1.300	11/24/2026	12/09/2021	1.421	AA	Aa	Received	526,947.20	526,947.20
3130APUR4	4601	FHLB	1,840,000.00	1.300	11/24/2026	12/09/2021	1.421	AA	Aa	Received	1,829,401.60	1,829,401.60
3130APVC6	4602	FHLB	3,000,000.00	1.375	12/01/2026	12/09/2021	1.459	AA	Aa	Received	2,988,000.00	2,988,000.00
3130AQG80	4605	FHLB	3,000,000.00	1.420	12/29/2026	01/03/2022	1.425	AA	Aa	Received	2,999,250.00	2,999,250.00

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Investments
February 28, 2026

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Federal Agency Issues - Callable												
3130AQG80	4606	FHLB	3,000,000.00	1.420	12/29/2026	01/10/2022	1.541	AA	Aa	Received	2,982,750.00	2,982,750.00
3130AQEC3	4603	FHLB	3,000,000.00	1.370	12/30/2026	12/30/2021	1.370	AA	Aa		3,000,000.00	3,000,000.00
3130AQEF6	4604	FHLB	3,000,000.00	1.375	12/30/2026	12/30/2021	1.385	AA	Aa		2,998,500.00	2,998,500.00
3130AQLD3	4607	FHLB	3,000,000.00	1.750	01/28/2027	02/08/2022	1.926	AA	Aa	Received	2,975,010.00	2,975,010.00
3130AQW66	4608	FHLB	3,000,000.00	2.080	02/25/2027	03/08/2022	2.112	AA	Aa	Received	2,995,500.00	2,995,500.00
	Federal Agency Issues - Callable Totals		**55,915,000.00**				**1.250**			**0.00**	**55,806,921.30**	**55,806,921.30**
Supranationals												
45950KDF4	7011	IFC	1,000,000.00	4.375	01/15/2027	06/30/2025	3.886	AAA	Aaa	Received	1,007,230.00	1,007,230.00
459058KT9	7005	IBFRAD	2,000,000.00	3.500	07/12/2028	06/18/2025	3.975	AAA	Aaa	Received	1,972,780.00	1,972,780.00
	Supranationals Totals		**3,000,000.00**				**3.945**			**0.00**	**2,980,010.00**	**2,980,010.00**
Asset Backed Securities												
096912AD2	7007	BMW	175,000.00	4.430	06/26/2028	06/10/2025	4.473	AAA			174,996.15	174,996.15
89240NAD4	7013	TOYLOT	805,000.00	3.960	11/20/2028	09/17/2025	3.872		Aaa		804,855.91	804,855.91
448970AD5	7024	HYU	590,000.00	3.970	12/15/2028	01/21/2026	4.010	AAA	Aaa		589,913.51	589,913.51
36273VAD7	7032	GMALT	1,050,000.00	3.880	01/22/2029	02/12/2026	3.920	AAA			1,049,862.56	1,049,862.56
58770XAD5	7016	MBENZ	1,260,000.00	4.520	04/16/2029	10/22/2025	4.471	AAA			1,259,793.23	1,259,793.23
44935XAD7	7006	HYU	265,000.00	4.360	12/17/2029	06/11/2025	4.404	AAA			264,976.07	264,976.07
58770YAD3	7025	MBENZ	535,000.00	3.930	01/15/2030	01/21/2026	3.970		Aaa		534,893.91	534,893.91
43815CAD0	7028	HAROT	930,000.00	3.780	09/01/2030	02/18/2026	3.810		Aaa		929,851.85	929,851.85
89240KAD0	7026	TOYLOT	770,000.00	3.860	09/16/2030	01/21/2026	3.890	AAA	Aaa		769,934.40	769,934.40
448981AD2	7027	HYU	1,240,000.00	3.790	02/18/2031	02/18/2026	3.820	AAA			1,239,916.30	1,239,916.30
	Asset Backed Securities Totals		**7,620,000.00**				**4.013**			**0.00**	**7,618,993.89**	**7,618,993.89**
Compounding CD's												
SYS 1091-3	SYS 1091-3	VCB	254,392.57	4.150	04/11/2026	04/11/2025	4.150				254,392.57	254,392.57
	Compounding CD's Totals		**254,392.57**				**4.150**			**0.00**	**254,392.57**	**254,392.57**
	Investment Totals		**250,494,529.94**				**3.416**			**0.00**	**250,660,499.46**	**250,660,499.46**

CITY OF PLEASANTON
Portfolio Management
Investment Status Report - Cash
February 28, 2026

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM	S&P	Moody's	Accrued Interest At Purchase	Current Principal	Book Value
Gov't Money Market												
SYS CASH	7-3	BNYT	0.00			07/01/2025	0.000				0.00	0.00
		Cash Totals	**0.00**							**0.00**	**0.00**	**0.00**
		Total Cash and Investments	**250,494,529.94**				**3.416**			**0.00**	**250,660,499.46**	**250,660,499.46**

CITY OF PLEASANTON
Portfolio Management
Activity By Type
February 1, 2026 through February 28, 2026

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Certificates of Deposit - Bank							
1093-8	1093-8	Fremont Bank	3.300	02/22/2026	240,217.87	0.00	
1093-7	1093.-7	Fremont Bank	3.445	02/21/2026	0.00	240,217.87	
		Subtotal			**240,217.87**	**240,217.87**	**240,217.87**
LAIF (Monthly Summary)							
		Subtotal					**56,500,000.00**
Gov't Money Market (Monthly Summary)							
X9USDCRGO	7-1	Dryfus Govt Cash Mgmt 672	4.110		521.99	0.00	
X9USDCRGO	7-2	Dryfus Govt Cash Mgmt 672	4.110		6,626,964.99	2,367,465.46	
		Subtotal			**6,627,486.98**	**2,367,465.46**	**4,399,919.50**
Medium Term Notes							
037833EB2	6065	Apple Inc.	0.700	02/08/2026	0.00	1,996,860.00	
037833BY5	6066	Apple Inc.	3.250	02/23/2026	0.00	3,331,380.00	
		Subtotal			**0.00**	**5,328,240.00**	**33,725,328.75**
Federal Agency Issues - Coupon							
		Subtotal					**2,995,657.09**
Treasury Securities - Coupon							
		Subtotal					**80,672,620.17**
Treasury Securities - Discount							
912797SZ1	2535	U S TREASURY	3.737	02/12/2026	0.00	845,059.85	
		Subtotal			**0.00**	**845,059.85**	**5,466,438.32**
Federal Agency Issues - Callable							
		Subtotal					**55,806,921.30**
Supranationals							
45950VPS9	7000	International Finance Corp	0.500	02/26/2026	0.00	980,200.00	
		Subtotal			**0.00**	**980,200.00**	**2,980,010.00**

CITY OF PLEASANTON
Portfolio Management
Activity By Type
February 1, 2026 through February 28, 2026

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
Asset Backed Securities							
36273VAD7	7032	GM Financial Automobile Leasin	3.880	02/12/2026	1,049,862.56	0.00	
43815CAD0	7028	Honda Auto Receivables 2026-1	3.780	02/18/2026	929,851.85	0.00	
448981AD2	7027	Hyundai Auto Receivables Trust	3.790	02/18/2026	1,239,916.30	0.00	
		Subtotal			**3,219,630.71**	**0.00**	**7,618,993.89**
Compounding CD's							
		Subtotal					**254,392.57**
		Total			**10,087,335.56**	**9,761,183.18**	**250,660,499.46**

CITY OF PLEASANTON
Portfolio Management
Activity Summary
February 2025 through February 2026

Month End	Year	Number of Securities	Average Balance	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
February	2025	83	242,039,662.99	1.868	1.894	4.480	5	1	1,385	329
March	2025	90	242,036,422.49	1.942	1.969	4.480	8	4	1,349	325
April	2025	95	255,472,697.89	2.172	2.202	4.480	9	1	1,243	296
May	2025	98	267,798,757.09	2.211	2.242	4.480	4	1	1,235	287
June	2025	112	261,524,567.29	2.327	2.360	4.480	15	5	1,222	318
July	2025	136	256,553,057.45	2.781	2.820	4.480	29	15	1,128	442
August	2025	125	235,977,919.77	2.639	2.676	4.480	4	4	1,247	482
September	2025	127	229,188,857.97	2.732	2.770	4.480	4	4	1,235	497
October	2025	126	229,408,540.73	2.772	2.811	4.480	2	1	1,221	482
November	2025	129	224,548,850.87	2.736	2.778	4.480	4	3	1,261	489
December	2025	128	236,472,093.63	2.975	3.020	4.480	2	1	1,107	427
January	2026	145	250,333,312.27	3.289	3.338	4.480	18	10	1,065	546
February	2026	139	250,632,246.29	3.370	3.417	4.480	4	5	1,038	544
	Average	**118**	**244,765,511.16**	**2.601%**	**2.638%**	**4.480**	**8**	**4**	**1,210**	**420**

CITY OF PLEASANTON
Portfolio Management
Distribution of Investments By Type
February 2025 through February 2026

Security Type	February 2025	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	Average by Period
Certificates of Deposit - Bank	0.2	0.2	0.2	0.2	0.2	0.1	0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1%
Certificates of Deposit - S & L														
LAIF	22.0	22.0	27.6	27.6	25.7	23.3	15.9	15.9	15.9	12.1	22.6	22.6	22.5	21.2%
Fidelity - Government Fund														
Gov't Money Market	0.8	2.2	2.0	2.0	2.1	1.8	1.9	2.0	2.0	2.1	1.8	0.1	1.8	1.7%
Managed Pool Accounts -4														
Passbook/Checking Accounts														
Medium Term Notes	9.3	7.3	7.6	7.9	8.4	13.3	14.5	14.5	14.5	15.6	13.7	15.6	13.5	12.0%
Bankers Acceptances														
Commercial Paper - Discount														
Federal Agency Issues - Coupon	1.2	1.2	1.1	1.1	1.2	1.2	1.3	1.3	1.3	1.4	1.2	1.2	1.2	1.2%
Federal Agency Issues - Discount														
Treasury Securities - Coupon	1.9	2.5	3.2	3.9	7.8	18.3	21.1	23.5	24.3	26.0	25.3	32.2	32.2	17.1%
Treasury Securities - Discount						1.0	0.2	0.2	0.2	0.7	0.7	2.5	2.2	0.6%
Federal Agency Issues - Callable	64.2	64.2	58.1	56.9	53.2	39.2	42.9	40.1	38.7	39.1	32.0	22.3	22.3	44.1%
Supranationals	0.4	0.4	0.4	0.4	1.1	1.6	1.7	1.7	1.7	1.8	1.6	1.6	1.2	1.2%
Miscellaneous Securities - Discount														
Asset Backed Securities					0.2	0.2	0.2	0.5	1.1	1.1	1.0	1.8	3.0	0.7%
Compounding CD's						0.1		0.1	0.1	0.1	0.1	0.1	0.1	0.1%

CITY OF PLEASANTON
Portfolio Management
Interest Earnings Summary
February 28, 2026

	February 28Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	608,752.61	3,276,951.64
Plus Accrued Interest at End of Period	1,419,712.13	1,426,149.71
Less Accrued Interest at Beginning of Period	(1,573,626.78)	(828,729.03)
Less Accrued Interest at Purchase During Period	(0.00)	(808,801.12)
Interest Earned during Period	454,837.96	3,065,571.20
Adjusted by Capital Gains or Losses	-308,345.96	-1,086,358.00
Earnings during Periods	146,492.00	1,979,213.20
Pass Through Securities:		
Interest Collected	13,284.07	47,160.61
Plus Accrued Interest at End of Period	12,861.39	12,861.39
Less Accrued Interest at Beginning of Period	(7,319.56)	(1,094.12)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	17,784.88	54,142.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	17,784.88	54,142.00
Cash/Checking Accounts:		
Interest Collected	12,461.66	1,419,767.74
Plus Accrued Interest at End of Period	779,462.17	779,462.17
Less Accrued Interest at Beginning of Period	(591,308.18)	(721,140.82)
Interest Earned during Period	200,615.65	1,478,089.09
Total Interest Earned during Period	**673,238.49**	**4,597,802.29**
Total Capital Gains or Losses	**-308,345.96**	**-1,086,358.00**
Total Earnings during Period	**364,892.53**	**3,511,444.29**

CITY COUNCIL AGENDA REPORT

April 21, 2026
Fire

TITLE: PUBLIC HEARING: RECEIVE ANY PROTESTS AND ADOPT A RESOLUTION TO APPROVE THE 2026 WEED ABATEMENT PROGRAM AND AUTHORIZE THE ABATEMENT OF WEEDS, RUBBISH, DIRT, OR REFUSE UPON OR IN FRONT OF CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF PLEASANTON

SUMMARY

On March 17, 2026, as part of the 2026 Livermore-Pleasanton Fire Department (LPFD) Weed Abatement Program, the City Council adopted Resolution No. 2026-008 declaring that weeds, dirt, rubbish and refuse on or in front of specified properties constituted a public nuisance, ordering the abatement thereof, and setting a public hearing to hear objections to the proposed abatement. The purpose of this public hearing is for the City Council to hear and consider objections and order that the weeds be abated by a contractor.

RECOMMENDATION

Public Hearing: Receive any protests and adopt a resolution to approve the 2026 Weed Abatement Program and authorize the abatement of weeds, rubbish, dirt, or refuse upon or in front of certain described properties within the city of Pleasanton.

BACKGROUND

The weed abatement program, provided in Government Code Sections 39560 - 39588, establishes a mechanism for ensuring the removal of weeds, dirt, rubbish and refuse on specified properties that constitute a public nuisance. All the owners of properties included in the attached Exhibit A have been mailed a notice to abate the nuisance on their parcels.

In cases where there was an insufficient mailing address, the notice was posted conspicuously on the property. The notice included the public hearing date of April 21, 2026, and the deadline of May 31, 2026. Applicable weed abatement standards were also included depending upon which type of parcel was identified. Parcels have been categorized into three areas: agricultural, parcels within the Wildland-Urban interface, and all others falling outside these two categories.

DISCUSSION

At this hearing, the City Council will consider the proposed abatement on the enumerated properties. Staff recommends that the City Council overrule any objections or amend the list of properties to be abated and order the abatement. STaff further recommends that the City Council adopt the attached resolution, as amended (if at all), that orders a contractor to abate the weeds on the properties attached in Exhibit A.

After this hearing, fire inspectors will survey each parcel listed for compliance. A contractor will abate the weeds if abatement has not occurred by May 31, 2026. If related litigation (e.g., an abatement warrant) is required, the property owners will be responsible not only for the

abatement costs but also for all related attorneys' fees, expenses, and costs. At a public hearing this summer, staff will recommend that the City Council order that any unpaid abatement costs be a special assessment and a lien imposed on the properties requiring abatement.

EQUITY AND SUSTAINABILITY

The adoption of this resolution will enable LPFD to further its commitment to creating a safe and sustainable community by mitigating the risk of fire hazards arising from vegetation growth. This step will ensure the safety of our neighborhoods and will promote a healthier and more resilient environment for all residents.

OUTREACH

After the approval of Resolution 2026-008, staff sent a written notice to property owners regarding non-compliant parcels on their property. The notice declared these parcels as a nuisance. Along with this declaration, a notice about the public hearing scheduled for April 21, 2026, was sent to the property owners, which included information about the May 31, 2026, deadline to complete the abatement. The notice contained details about the weed abatement standards and a list of contractors for reference.

In mid-May, staff will send a reminder notice to the parcel owners to abate their parcels. During the first two weeks of June, staff will inspect the parcels for compliance. If a parcel does not comply with the standards, a violation notice will be sent through certified mail to the owner, and a notice of intent to abate hazardous vegetation on the parcel will also be posted. Staff will re-inspect the parcel, and if the parcel still fails to comply with the vegetation standard, a final notice will be sent through certified mail.

If the parcel is still non-compliant, staff will refer the parcel to the City Contractor and send a notice of the abatement action performed, the public hearing, and an invoice through certified mail to the parcel owner for a public hearing set on September 15, 2026.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton Strategic Plan goals of *Safeguarding Our City*, Strategy 6 - Implement high-priority items from the 2022-2026 Livermore-Pleasanton Fire Department Strategic Plan.

FISCAL IMPACT

Property owners are invoiced for all work performed in addition to an administrative charge and, if related litigation is required, all attorneys’ fees, expenses, and costs. Unpaid amounts become a special assessment on the property owner’s tax bill. All costs of the Weed Abatement Program are budgeted in the professional services account.

Prepared by:	Submitted by:	Approved by:
Shiffon Smith	Aaron Lacey	
Shiffon Smith , Administrative Assistant	Aaron Lacey, Fire Chief	Gerry Beaudin, City Manager

Attachments:

1. Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE 2026 WEED ABATEMENT PROGRAM AND AUTHORIZING THE ABATEMENT OF WEEDS, DIRT, RUBBISH OR REFUSE UPON OR IN FRONT OF CERTAIN DESCRIBED PROPERTIES WITHIN THE CITY OF PLEASANTON

WHEREAS, at its meeting of March 17, 2026, Council adopted Resolution No. 2026-008 declaring as a public nuisance all weeds, dirt, rubbish or refuse upon or in front of certain described properties within the City of Pleasanton as more particularly set forth in Exhibit "A", attached hereto; and

WHEREAS, Resolution No. 2026-008 was adopted pursuant to the provisions of Government Code Sections 39560-39588; and

WHEREAS, Resolution No. 2026-008 designated April 21, 2026, at the hour of 7:00 p.m., as the time, date and place to hear and consider objections to the abatement and removal of weeds, rubbish or refuse upon or in front of certain described properties within the City of Pleasanton; and

WHEREAS, the Livermore-Pleasanton Fire Department (LPFD) was charged with performing the duties imposed by Government Code Sections 39560-39588, and LPFD did prepare notices to destroy weeds and remove rubbish and refuse; and

WHEREAS, in accordance with Government Code Section 39567.1, LPFD mailed to all persons owning property described in Exhibit A or post on the property, written notice of the proposed abatement and the public hearing; and

WHEREAS, the City Council did hold a public hearing on April 21, 2026 and no objections were presented; and

WHEREAS, abatement of the nuisance may be performed by the City or by a contractor; and

WHEREAS, before the weeds are abated by the City or a contractor, any property owner may remove the weeds, rubbish, or refuse at the property owner's own expense.

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

SECTION 1. The City, or a contractor awarded the work by the City, is ordered to abate the nuisance declared by Resolution No. 2026-008 by causing the weeds, dirt, rubbish and refuse to be removed. The City, contractor, Livermore-Pleasanton Fire Department (LPFD) Fire Inspector, and Fire Inspector's designee may enter upon private property to abate the nuisance. Before the weeds are abated by the City or contractor, any property owner may remove the weeds, rubbish, or refuse at the property owner's own expense.

SECTION 2. LPFD shall keep an account of the abatement cost for each parcel on which work is done and shall submit to the City Council for consideration, hearing objections, modification, and confirmation, an itemized written report showing the cost pursuant to

Government Code Section 39574.

SECTION 3. The weed abatement costs, including an administrative charge, and if related litigation is required, all attorneys' fees, expenses, and costs, shall be the responsibility of the property owner of the parcel of land where the work was done.

SECTION 4. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 the 21st day of April 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
1	094 -0109-019-00	Walnut Drive	UNKNOWN OWNERS C/o ERIKSSON GROUP INC
2	094 -0114-013-00	St John St	W P CO
3	094 -0114-014-00	St John St	W P CO
4	094 -0114-015-00	St John St	W P CO
5	094 -0120-011-02	St Marys St	W P CO
6	094 -0125-007-02	Division St	W P CO
7	094 -0128-046-00	1027 Rose Ave	LITVINCHUK PAUL S & SUSAN P
8	094 -0151-030-02	540 Division St	W P CO
9	094 -0153-001-00	418 Rose Ave	AUFDERMAUR FRANK JR TR
10	094 -0153-014-00	W Angela St	W P CO
11	094 -0154-008-00	Bernal Ave	W P CO
12	094 -0156-022-00	Old Bernal Ave	Rideli LLC
13	094 -0157-016-00	Bernal Ave	W P CO
14	094 -0157-023-00	Bernal Ave	W P Co 843-1-21A-26
15	941 -1001-080-00	Muirwood Dr	ALAMEDA COUNTY FLOOD CONTROL
16	941 -1002-091-00	MUIRWOOD DR	ALAMEDA COUNTY FLOOD CONTROL
17	941 -1201-052-02	5600 Stoneridge Mall Rd	Kaiser Foundation Health Plan Inc
18	941 -1201-052-03	5600 Stoneridge Mall Rd	Kaiser Foundation Health Plan Inc
19	941 -1302-002-07	Denker Dr	Alameda County Flood Control
20	941 -1302-002-32	Stoneridge Dr	Alameda County Flood Control
21	941 -1580-044-00	Canyon Creek Blvd	CANYON CREEK OF PLEASANTON OWNERS ASSOCIATION
22	941 -1580-045-02	Canyon Creek Blvd	CANYON CREEK OF PLEASANTON OWNERS ASSOCIATION
23	941 -1580-046-00	10890 Dublin Canyon Rd	Maktab Tarighe Oveyssi Shah Maghsoudi
24	941 -1700-005-03	11301 Dublin Canyon Rd	SILVEIRA GABRIEL A & MARIA M TRS
25	941 -1700-014-02	Dublin Canyon Rd	Preserve Community Association
26	941 -1700-016-04	Laurel Creek Dr	Preserve Community Association
27	941 -1700-018-02	Foothill Rd	Laurel Creek Associates LLC
28	941 -1700-019-02	Foothill Rd	Laurel Creek Associates LLC
29	941 -1700-026-00	Blessing Dr	Laurel Creek Associates LLC
30	941 -1700-028-01	Blessing Dr	Laurel Creek Associates LLC
31	941 -1710-008-00	Dublin Canyon Rd	Aif Holding Co
32	941 -1710-010-01	11991 Dublin Canyon Rd	Hana Yoon Corporation
33	941 -1713-019-06	Laurel Creek Dr	Preserve Community Association
34	941 -1801-001-00	5554 Foothill Rd	Moller Ranch Owners Association c/o Walsh Property Management
35	941 -1802-003-00	Serenity Terrace	Moller Ranch Owners Association c/o Walsh Property Management
36	941 -1802-015-00	5552 Legendary Ct	LAU FENG Y & CHUEN

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
37	941 -1802-017-00	Moller Ranch Dr	Moller Ranch Owners Association c/o Walsh Property Management
38	941 -1802-018-00	Moller Ranch Dr	Moller Ranch Owners Association c/o Walsh Property Management
39	941 -1980-015-03	5130 Foothill Rd	PODDATOORI PRATAP & ARUNA TRS
40	941 -1980-019-01	8053 Bethel Ln	BOOCK THOMAS A & LISA L
41	941 -2100-006-00	4100 Foothill Rd	BAMCG BRIDGE PARTNER LP
42	941 -2100-011-00	4108 Foothill Rd	AHMED IFTIKHAR M & SAADIA S TRS
43	941 -2100-013-00	4100 Foothill Rd	YERRAM MAMATHA & KOVI SRINIVASA K
44	941 -2101-001-00	Equus Ct	1400 FOOTHILL LLC
45	941 -2101-002-00	Equus Ct	1400 FOOTHILL LLC
46	941 -2101-003-00	Equus Ct	1400 FOOTHILL LLC
47	941 -2101-004-00	Equus Ct	1400 FOOTHILL LLC
48	941 -2101-005-00	Equus Ct	1400 FOOTHILL LLC
49	941 -2101-006-00	Equus Ct	1400 FOOTHILL LLC
50	941 -2101-007-00	Foothill Rd	1400 FOOTHILL LLC
51	941 -2101-008-00	Foothill Rd	1400 FOOTHILL LLC
52	941 -2101-009-00	Foothill Rd	1400 FOOTHILL LLC
53	941 -2761-003-00	4300 Hacienda Dr	BOEHRINGER MANNHEIM CORPORATION
54	941 -2778-012-00	4747 Willow Rd	Shaq De Qrs 15 75 Inc
55	941 -2786-110-00	Montalvo Ct	GOLD CREEK OF PLEASANTON HOMEOWNERS ASSOCIATION
56	941 -2819-005-02	11393 Dublin Canyon Rd	Vons Reit Inc
57	941 -2819-006-00	11393 Dublin Canyon Rd	Kolb Ranch Estates Homeowners Association
58	941 -2819-008-00	11933 Dublin Canyon Rd	YOON DANIEL B & JEENEE S TRS
59	941 -2819-009-00	5979 Kolb Ranch Dr	STROM CAROL G TR
60	941 -2820-002-00	11393 Dublin Canyon Rd	Kolb Ranch Estates Homeowners Association
61	941 -2820-009-00	6063 Kolb Ranch Dr	PERLEGOS PETE C & ARCHIE G ETAL
62	941 -2820-010-00	6016 Kolb Ranch Dr	SINGH GAURAVJIT & CONNIE T TRS
63	941 -2820-015-02	5967 Kolb Ranch Dr	Lovely Lands LLC
64	941 -2857-001-00	11300 Dublin Canyon Rd	GREEK ORTHODOX CHURCH OF RESURRECTION
65	941 -2857-002-00	11300 Dublin Canyon Rd	Pleasant View Church Of Christ
66	946 -1100-012-00	3640 Old Santa Rita Rd	ROSE WILLIAM A & ALLEY LAUREN J
67	946 -1101-009-02	Santa Rita Rd	Alameda County Flood Control
68	946 -1146-042-00	Martin Ave	UNGER MARK TR
69	946 -1146-051-00	Martin Ave	UNGER MARK TR
70	946 -1146-052-00	Martin Ave	UNGER MARK TR
71	946 -1146-054-00	Martin Ave	UNGER MARK TR

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
72	946 -1250-010-03	3320 Stanley Blvd	East Bay Regional Park District
73	946 -1250-025-03	Mohr Ave	W P Co 843-1-21A-31
74	946 -1250-025-04	Mohr Ave	W P Co 843-1-21A-32
75	946 -1250-026-03	Stanley Blvd	S P CO 872-1-97E-POR 16
76	946 -1250-028-03	Bernal Ave	W P Co 843-1-21A-28
77	946 -1250-028-04	Bernal Ave	W P Co 841-1-21A-30
78	946 -1250-028-05	Bernal Ave	W P Co 841-1-21A-27
79	946 -1250-028-06	Bernal Ave	W P CO 841-1-21A-29
80	946 -1250-030-01	Bernal Ave	W P CO
81	946 -1250-030-02	Bernal Ave	W P CO
82	946 -1251-007-04	3300 Busch Rd	SQUARE MILE PLEASANTON LLC Attn: Mathew Drummond
83	946 -1251-008-10	Valley Ave	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION
84	946 -1251-008-11	Valley Ave	County of Alameda
85	946 -1251-025-01	Stanley Blvd	S P CO 872-1-97E-POR 18
86	946 -1251-025-02	Stanley Blvd	S P CO 872-1-97E-POR 18
87	946 -1251-029-00	3100 Valley	ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION
88	946 -1350-015-07	1 Brozosky Hill Ln	REDDY VIJAYALAKSHMI M
89	946 -1350-015-19	1666 Frog Hill Ln/Vineyard	ROBERTS FORD G & MARY L TRS
90	946 -1350-036-00	83 Silver Oaks Terrace	WARE WILLIE J & MINDY L
91	946 -1680-005-00	4005 First St	Jess C Spencer Mortuary Inc
92	946 -1704-010-03	327 LINDEN WAY	BHULLAR GURBIR S & SANDHU AMANDEEP K ETAL
93	946 -1706-001-00	Linden Way	PRYOR KENT H & ALICE S TRS
94	946 -1710-009-00	VIRGINIA WAY	PRYOR KENT H & ALICE S TRS
95	946 -2528-006-06	3574 Vineyard Ave	Church of Latter Day Saints Corp Presiding Bishop
96	946 -2550-014-01	3999 Bernal Ave	Roman Catholic Welfare Corporation of Oakland
97	946 -3370-018-00	Santa Rita Rd	W P CO
98	946 -3479-001-02	1851 Rose Ave	ROSE BLOOM LLC
99	946 -3479-004-00	1851 Rose Ave	PONDEROSA HOMES II INC
100	946 -3572-117-00	Villa Loop	ALAMEDA COUNTY FLOOD CONTROL
101	946 -3573-001-00	Golden Eagle	ALAMEDA COUNTY FLOOD CONTROL
102	946 -3930-004-02	Foothill RD	LAFOUNTAINE KATHY L & OLESEN KAREN A
103	946 -3945-006-00	2188 Foothill Rd	One Odevelopment LLC
104	946 -3945-014-00	Golden Eagle Way	GOLDEN EAGLE ESTATES HOMEOWNERS ASSOCIATION

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
105	946 -3945-015-00	Golden Eagle Way	Golden Eagle Estates Homeowners Association
106	946 -3946-013-00	8999 Longview Dr	BOATRIGHT JOSEPH E & GLORIA B ETAL
107	946 -3947-023-00	Longview Ln	LONGVIEW HOMEOWNERS ASSOCIATION
108	946 -4050-076-00	1913 Buckeye Ct	ALOMARI AHMED & GARDI LANA TRS
109	946 -4440-017-00	7882 Foothill Rd	ROBINSON TONI L TR
110	946 -4542-022-01	3595 Utah St	MAITA MARCUS R & MAITA SARA H TRS
111	946 -4542-044-01	Bernal Ave	Alameda County Flood Control
112	946 -4547-214-00	1039 Serpentine Ln	Common Area of PM 7121 206 thru 213
113	946 -4550-003-03	4001 Stoneridge Dr	Roman Catholic Bishop Of Oakland
114	946 -4550-017-04	Oakland Ave	Roman Catholic Bishop Of Oakland
115	946 -4559-034-00	Tokay Ct	VINTAGE HILLS II PLANNED DEV HOMEOWNERS ASSOC
116	946 -4559-043-00	Arbor Dr	Vintage Hills Ii Planned Dev HOA c/o Wilson Property Mgmnt
117	946 -4567-009-03	23 Grey Eagle Ct	HUMPHREY MALCOLM J & DAWN M TRS
118	946 -4567-012-03	28 Grey Eagle Ct	GROVE ROBERT E & PAMELA R TRS
119	946 -4567-013-01	6 Red Feather Ct	WU FRANK & MENG PRISCILLA TRS
120	946 -4567-014-00	4 Red Feather Ct	RAYMER LAURA TR
121	946 -4567-015-00	1 Red Feather Ct	MCFALL ERIN C & LISA G
122	946 -4574-011-02	3727 Mohr Ave	JENNARO JERALD J
123	946 -4580-014-00	2834 Victoria Ridge Ct	KAMDAR TAROON C & RADHA T TRS
124	946 -4585-026-00	Foothill Rd	JONES NICHOLAS L
125	946 -4585-027-01	8272 Sassafras Ct	JONES NICHOLAS L
126	946 -4585-045-00	Foothill Rd	JNRA LLC
127	946 -4585-050-00	8244 Fondray Ct	Fondray Llc
128	946 -4585-052-00	8278 Sassafras Ct	Ford John R & Ruth A TRS
129	946 -4590-002-00	CASTLEWOOD DR	W P CO 843-1-20-14
130	946 -4590-003-00	CASTLEWOOD DR	W P CO 843-1-21A-POR-25
131	946 -4598-001-00	1333 Montrose Pl	ZHANG LINXIN TR
132	946 -4598-019-00	1465 Vineyard Ave	Lonestar California Inc
133	946 -4599-004-01	27 Grey Eagle Ct	GODIL ASIF A & BUSHRA A TRS
134	946 -4600-001-00	2546 Vineyard Ave	Vineyard Hill Pleasanton Homeowners Associationc/o Howe Management
135	946 -4600-002-00	2546 Vineyard Ave	Vineyard Hill Pleasanton Homeowners Association c/o Howe Management
136	946 -4600-018-00	2519 Jolene Ct	Pleasanton Garbage Service Inc
137	946 -4600-030-00	865 Clara Ln	JAIN RAKESH & TRIPTI R TRS
138	946 -4601-001-01	798 Vineyard Ter	SONG QINGYUN & QIAO HUA TR
139	946 -4602-001-02	2287 Vineyard Ave	Chateau Country Estates Maintenance
140	946 -4602-002-00	2287 Vineyard Ave	Chateau Country Estates Maintenance

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
141	946 -4603-007-00	2720 Crellin Rd	BERATLIS CHRISTOPHER T & ERIKA M TRS
142	946 -4603-008-00	2708 Crellin Rd	BERATLIS CHRISTOPHER T & ERIKA M TRS
143	946 -4603-009-00	2999 Cresta Blanca Dr	BERATLIS CHRISTOPHER T & ERIKA M TRS
144	946 -4603-012-00	23 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
145	946 -4603-013-00	31 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
146	946 -4603-014-00	39 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
147	946 -4603-015-00	47 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
148	946 -4603-016-00	55 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
149	946 -4603-017-00	63 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
150	946 -4603-019-00	19 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
151	946 -4603-020-00	24 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
152	946 -4603-021-00	16 Beratlis Pl	BERATLIS CHRISTOPHER T & ERIKA M TRS
153	946 -4606-001-00	2500 Vineyard Ave	Pleasanton Garbage Service Inc
154	946 -4606-003-00	750 Pietronave Ln	DESALE PRAVINCHANDRA J & MANISHA
155	946 -4606-004-00	2500 Vineyard Ave	HOMER DENNIS G & LINDA M TRS
156	946 -4606-005-00	2500 Vineyard Ave	BEDWANY WASSIM I & MELEK SAMAH S
157	946 -4606-006-00	2500 VINEYARD AVE	ALLADI NAGESWARA R & VASUDHA
158	946 -4606-007-00	2500 Vineyard Ave	KURAPATI RAJA & ORUGANTI SARADA
159	946 -4608-007-00	2505 Yolanda Ct	WALL ERIC D & MICHELE
160	946 -4609-010-05	2287 Vineyard	Silver Oaks Pleasanton Homeowners Association
161	946 -4609-011-00	2287 Vineyard	Silver Oaks Pleasanton Homeowners Association
162	946 -4614-013-00	2770 Vineyard Ave	HATSUSHI KAZUO K & TAKIKO TRS
163	946 -4614-015-00	5 Hatsushi Ter	HATSUSHI TAKIKO TR
164	946 -4614-016-00	9 Hatsushi Ter	HATSUSHI TAKIKO TR
165	946 -4614-017-00	13 Hatsushi Ter	HATSUSHI TAKIKO TR
166	946 -4614-018-00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
167	946 -4614-019-00	2798 Vineyard Ave	HATSUSHI TAKIKO TR
168	946 -4617-001-00	1 Tuscany Pl	SARICH DANIEL M & BELINDA A TRS
169	946 -4618-002-00	Mataro Ct	Vintage Hills Ii Planned Dev HOA c/o Wilson Property Mgmnt
170	946 -4619-001-00	Vineyard Ave	Pleasanton Unified School District
171	946 -4619-022-02	1012 Shotwell Ct	COHN GREGORY L & MARISSA A TRS
172	946 -4623-013-00	W Las Positas Blvd	ZAHERI MATHEW
173	946 -4623-014-00	W Las Positas Blvd	PACIFIC AMERICAN PROPERTIES LLC
174	946 -4628-001-00	1944 Three Oaks Dr	D R Horton CA2 Inc
175	946 -4628-002-00	1944 Three Oaks Dr	COMMON AREA TR 7660
176	947 -0005-004-39	Sunol Blvd	APPLERA CORPORATION
177	947 -0005-004-40	6055 Sunol Blvd	APPLERA CORPORATION
178	947 -0005-004-41	6085 Sunol Blvd	Applera Corporation

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
179	947 -0008-012-00	Bernal Ave	W P Co 843-1-21A-Por-25
180	947 -0008-013-00	Bernal Ave	W P CO 843-1-21A-POR-25
181	947 -0008-014-00	Bernal Ave	W P CO 843-1-21A-POR-25
182	947 -0012-001-00	Sterling Greens Circle	Walnut Hills Hoa C/o Community Association
183	947 -0012-003-00	Sterling Greens	Walnut Hills HOA c/o Community Association Management
184	948 -0002-001-08	Sunol Rd	PLEASANTON HILLS OWNERS ASSOCIATION
185	948 -0002-040-00	Monaco Dr	PLEASANTON HILLS OWNERS ASSOCIATION
186	948 -0003-025-00	Puerto Vallarta	PLEASANTON HILLS OWNERS ASSOCIATION
187	948 -0003-062-05	Dolores Dr	PLEASANTON HILLS OWNERS ASSOCIATION
188	948 -0004-005-21	4558 Bernal Ave	AUFDERMAUR ANITA & AUFDERMAUR FRANK JR TR
189	948 -0004-006-03	4534 Bernal Ave	AUFDERMAUR ANITA & AUFDERMAUR FRANK JR TR
190	948 -0009-001-00	5791 Sonoma Dr	JACKSON MICHELE C TR & BRENTWOOD HOLDING CO
191	948 -0009-002-00	5779 Sonoma Dr	BENETTI FAMILY PROPERTIES
192	948 -0015-002-01	1000 Minnie St	Spotorno Alex V Family Limited Partnership
193	948 -0015-002-02	1000 Minnie St	SPOTORNO LAVERNE M TR
194	948 -0016-002-10	994 Sycamore Rd	JENSEN CARLENE TR
195	948 -0016-002-15	990 Sycamore Rd	PEREZ CARLOS & SWEENEY JILLIAN
196	948 -0018-012-00	900 Roselma Pl	EMMETT ROGER A TR
197	948 -0023-001-00	Sunset Creek Ln	Sycamore Heights Homeowners Association
198	948 -0023-002-00	Sunset Creek Ln	Sycamore Heights Homeowners Association
199	948 -0023-003-00	Sunset Creek Ln	Sycamore Heights Homeowners Association
200	948 -0023-028-00	5658 Sunset Creek Ct	GREWAL NAVDEEP S & GURINDER K TRS
201	949 -0004-017-00	6644 Amber Ln	RANDERI CHETAN & VAISHALI BHAVSAR TRS
202	949 -0004-021-00	6628 Amber Ln	HILL SCOTT R & HILL LISA M TRS
203	949 -0009-013-00	Riddell St	Castlewood Heights Owners Association c/o Community Association Management
204	949 -0016-006-00	1000 Minnie St	Spotorno Alex V Family Ltd Partnership
205	949 -0017-034-00	5270 Club House Dr	SINGH BHUPINDER & KUAR JYOTI TRS
206	949 -0017-037-01	6115 CLUBHOUSE DR	CITY OF PLEASANTON
207	949 -0017-037-03	6115 Club House Dr	HULE PARESH & PAWAR JAYASHREE TRS
208	949 -0017-042-00	6215 Clubhouse Dr	GEENI CHINNI K & VODNALA SRILATHA TR
209	949 -0017-045-00	6275 Clubhouse Dr	SAMI REALTY LLC

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
210	949 -0017-046-00	6295 Clubhouse Dr	BADHESHA JANG S & DENYSE T TRS
211	949 -0017-051-00	7330 Clubhouse Dr	KOLLI MURALI D & GUTTA MANJUSHA
212	949 -0019-014-00	6356 Inspiration Terrance	DAMARAJU SRINIVASA R & ROYYURU MANISHA TRS
213	949 -0019-016-00	6123 Sanctuary Ln	KALIDINDI SONIE
214	950 -0003-046-03	Hearst Dr	KOTTINGER RANCH H O A INC
215	950 -0005-004-00	1364 Vineyard Ave	Foley Coleman M Jr
216	950 -0005-005-00	Vineyard Ave	SILVER BEAR
217	950 -0005-006-00	Vineyard Ave	MASLUK DIANNE A TR & MCPHERSON LYNN D TR ETAL
218	950 -0007-011-00	E Vallecitos Rd	COMMON AREA TR 6452
219	950 -0009-033-04	Hearst Dr	Kottinger Ranch Homeowners Assoc Inc
220	950 -0009-070-00	Smallwood St	KOTTINGER RANCH HOMEOWNERS ASSOCIATION INC
221	950 -0010-001-00	E Ruby Hills Dr	CF ARCIS IX LLC Attention: Brendan Finley
222	950 -0010-002-06	E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
223	950 -0010-003-03	E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
224	950 -0010-011-00	2790 E Ruby Hill Dr	CF ARCIS IX LLC Attention: Brendan Finley
225	950 -0010-012-00	2900 E Ruby Hill Dr	RUBY HILL DEVELOPMENT JOINT VENTURE c/o Peachtree
226	950 -0010-013-00	2900 E Ruby Hill Dr	RUBY HILL DEVELOPMENT JOINT VENTURE c/o Peachtree
227	950 -0010-026-04	E Ruby Hills Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
228	950 -0014-063-00	Zenato Pl	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
229	950 -0014-079-00	W Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
230	950 -0014-084-01	W Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
231	950 -0017-080-00	Via Di Salerno	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
232	950 -0021-049-03	Mercato Ct	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
233	950 -0022-037-00	Paladin Way	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
234	950 -0023-005-02	E Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
235	950 -0023-006-04	Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree

ROW #	PARCEL NUMBER	SITUS ADDRESS	OWNER NAME(S)
236	950 -0023-007-00	E Ruby Hill Dr	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
237	950 -0023-008-00	Campinia Pl	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
238	950 -0023-013-05	E Vallecitos Rd	RUBY HILL DEVELOPMENT JOINT VENTURE LP c/o Peachtree
239	950 -0027-018-00	1553 Via Di Salerno	DAI JIA
240	950 -0028-001-00	3599 Valenza Way	Ruby Hill Owners' Association c/o Peachtree C.A.S, Inc
241	950 -0028-005-00	2280 Manzano Ct	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
242	950 -0028-006-00	Ticino Ct	RUBY HILL OWNERS ASSOCIATION c/o Peachtree
243	950 -0028-021-00	1917 Ticino Ct	SOHAL SANTOKH S & PARAMJIT K TRS
244	950 -0029-025-00	1476 Germano Way	VELUKURU IYAPPA R & NENNURU LATHA R
245	950 -0029-044-00	W Ruby Hills	COMMON AREA TR 7158
246	950 -0029-045-00	Brandisi Pl	COMMON AREA TR 7158

CITY COUNCIL AGENDA REPORT

April 21, 2026
Library and Recreation

TITLE: PUBLIC HEARING: ADOPT A RESOLUTION UPDATING THE MASTER FEE SCHEDULE SECTION VIII. RECREATION, B. FIELD RENTAL FEES, AND F. MISCELLANEOUS RECREATION FEES

SUMMARY

California cities impose fees for providing services and activities through provisions of the State Constitution. Agencies are allowed to set fees at rates providing fair and reasonable recovery of costs incurred in providing the services, thereby minimizing or eliminating the use of general tax revenues. City user fees and service charges are based on a variety of criteria, including changes in the Consumer Price Index, fee studies, and the full cost of providing the service. This ensures the fee levels are at or below the cost of providing the services. Attachment 1 includes recommended fee updates based on these criteria.

RECOMMENDATION

Adopt a resolution updating the Master Fee Schedule Section VIII. Recreation, B. Field Rental Fees, and F. Miscellaneous Recreation Fees.

BACKGROUND

The City of Pleasanton periodically reviews and updates the Master Fee Schedule to ensure fees remain fair, reasonable, and aligned with the cost of providing services.

The existing Master Fee Schedule uses Maximum General Fund Subsidies for creating fees. This methodology works well for Section VIII. Recreation. A. Recreational Program Fees, which govern the fees set in the Activities Guide for classes, programs, and events. However, in the other categories, including field rental fees, this methodology has caused confusion for some customers.

Section VIII. Recreation, B. Field Rental Fees

In December 2014, a memorandum of understanding (MOU) was created in collaboration with participating co-sponsored user groups in coordination with fundraising efforts for the Bernal Community Park sports fields. Section III.10 of this MOU states, “[i]n recognition of the Sports Groups' involvement in the fundraising campaign, the City agrees that during the term of ten years after the Park’s opening, it will not assess field use fees for the Sports Groups, or for visiting teams participating in a tournament sponsored by a participating Sports Group.” Eligible Sports Groups include Pleasanton Little League (PLL), Pleasanton Girls Softball League (PGSL), RAGE Girls Soccer Club (RAGE), Ballistic Boys Soccer Club (BUSC), Pride Girls Lacrosse (PGL), Pleasanton Lacrosse Club for Boys (PLC), and Pleasanton Junior Football League (PJFL). The agreement will end on November 1, 2026.

Financial consultant NBS analyzed and advised on field use fees in 2024. This study found the actual costs of athletic field maintenance, including supplies, staffing (at fiscal year (FY)

2025 rates), and replacement (synthetic turf), as follows:

Table 1. Actual Cost of Field Maintenance

Field Type	Maintenance Cost/Hour
Grass	$49.96
Synthetic	$79.58

This analysis was reviewed by the Parks and Recreation Commission on November 14, 2024. On February 4, 2025, the City Council adopted athletic field fees for co-sponsored user groups as part of the Master Fee Schedule to help offset rising field maintenance costs at a rate of $3.75 per hour for grass fields, with implementation beginning on July 1, 2025. Fees for synthetic turf use were not charged to the co-sponsored user groups covered by the Bernal Community Park MOU. The fee adopted in the MFS for FY 2024/25 for co-sponsored groups not covered by the MOU was $48 per hour. At this same meeting, City Council requested an update of assessed fees in the first year of implementation and a recommendation for future field fees.

Currently, the City has eight co-sponsored groups that utilize fields, including PLL, PGSL, RAGE, BUSC, PGL, PLC, PJFL, and Cricket for Cubs.

Since July 1, 2025, the Summer (July), Fall (Aug-Nov), and Winter (Dec-Feb) seasons' field allocations, associated invoicing, and payments have been completed. The Spring (March-June) allocation process and invoicing will be finalized in March 2026.

From July 1 through December 31, 2025, co-sponsored field fees generated $30,540. Projected co-sponsored revenue for the spring season, January 1 through June 30, 2026, is approximately $53,690, for a total of $84,230 in FY 2025/26. The co-sponsored user groups projected hours of use for field space in FY 2025/26 is 27,029. The total consisted of 21,155 hours for grass field usage and 5,874 hours for synthetic turf usage. At the maintenance rates listed above, the City's field maintenance costs were approximately $1.5M for co-sponsored use in 2025. The tables below show actual and projected revenue from each co-sponsored organization, renter category, and field type.

Table 2. July-December 31, 2025 Actuals - Revenue and Hours Used - All Renter Categories

Renter Category	Total Revenue	Grass Revenue	Synthetic Revenue*	Total Hours Used
I. Co-Sponsors/PUSD	**$30,540.38**	**$23,424.38**	**$7,116.00**	**14,991**
Ballistic United Boys Soccer Club**	$2,103.75	$2,103.75	-	4,280
RAGE Girls Soccer Club**	$2,115.00	$2,115.00	-	4,758
Cricket for Cubs***	$8,698.50	$1,582.50	$7,116.00	582.50
Pleasanton Girls Softball League	$7,756.88	$7,758.88	-	2,068.50
Pleasanton Junior Football League	$2,197.50	$2,197.50	-	1,239
Pleasanton Lacrosse Club	-	-	-	-
Pleasanton Little League	$7,668.75	$7,668.75	-	2,045
Pleasanton Pride Lacrosse Club	-	-	-	18
II. Non-profits	**$7,070.00**	**$7,070.00**		**202**
III. Resident, Private Use				
IV. Non-Residents, Private Use, Businesses	**$66,392.00**	**$65,672.00**	**$720.00**	**1,331.50**

Table 3. January 1 – June 30, 2026 Projected Revenue and Hours Used - All Renter Categories

Renter Category	Total Revenue Projected	Grass Revenue Projected	Synthetic Revenue Projected*	Total Hours Projected
I. Co-Sponsors/PUSD	**$53,690**	**$51,338**	**$2,352**	**16,833**
Ballistic United Boys Soccer Club	$6,685	$6,685	-	1,783
RAGE Girls Soccer Club	$5,877	$5,877	-	1,567
Cricket for Cubs***	$3,447	$1,095	$2,352	341
Pleasanton Girls Softball League	$17,378	$17,378	-	4,634
Pleasanton Junior Football League	$97	$97	-	26
Pleasanton Lacrosse Club	$51	$51	-	13
Pleasanton Little League	$20,079	$20,079	-	5,354
Pleasanton Pride Lacrosse Club	$75	$75	-	20
II. Non-profits	**$8,750**	**$8,750**		**250**
III. Resident, Private Use				
IV. Non-Residents, Private Use, Businesses	**$55,720**	**$55,000**	**$720**	**1,000**

*This first year of revenue total does not include synthetic turf fields usage at Bernal Community Park for eligible sports groups per the Bernal Community Park MOU.

**The first six months of grass field revenue were not collected from RAGE girls soccer and Ballistic boys soccer due to club registrations for the fall 2025 season occurring before the

implementation date of July 1, 2025.

***Cricket for Cubs is not a part of the Bernal Community Park MOU and the only co-sponsored group currently paying for synthetic field use.

Field Usage Efficiencies
During the first year of field fee implementation, City Staff and co-sponsored group representatives met regularly to provide guidance and increase communication. Co-sponsored groups have made outstanding efforts to improve scheduling accuracy, provide more field-use givebacks during the sports season, and reserve field space more efficiently. The new field-use allocation process has reduced the number of unused reserved hours and increased field accessibility for general community users and non-co-sponsored groups.

During the first six months of implementation, co-sponsored groups were allocated a total of 19,203 hours. The co-sponsored groups returned approximately 3,500 hours through give-backs. This increased field availability for the community and additional revenue opportunities for the City. Through continued collaboration and strong efforts from the co-sponsored groups, City staff is confident that further field use efficiencies will be realized during spring and beyond.

Section VIII. F. Miscellaneous Fees
The City does not currently list fees for facility rental add-ons or for cancellations made more than 30 days prior to the rental.

DISCUSSION
Section VIII. Recreation, B. Field Rental Fees
Given actual costs for field maintenance and replacement, City staff and the Parks and Recreation Commission recommend a three-year progressive fee schedule. The progressive schedule will reduce General Fund subsidy by approximately 5 percent each year, while enabling the co-sponsored groups to prepare for the increase. The proposed fee schedule was unanimously supported by the Co-Sponsored User Groups and the Parks and Recreation Commission and moves the City toward the benchmark field fees of neighboring cities with comparable co-sponsorship programs. It also converts Maximum General Fund Subsidies to dollar amounts for improved transparency and user experience.

Table 4. Regional Average Field Fees For Co-Sponsored User Groups

Field Type	Regional Avg Fees/Hour
Grass	$15.71
Synthetic	$48.63

Table 5. Pleasanton Proposed Co-Sponsored User Group Field Rental Fee
Natural Grass Fields

Fiscal Year	Price/Hour	General Fund Subsidy - %	Estimated General Fund Subsidy - $	Estimated Revenue From Co-Sponsored Groups
2026/27	$6.25	87.5%*	$924,791*	$132,219

2027/28	$8.75	82.5%*	$871,946*	$185,106
2028/29	$11.25	77.5%*	$819,101*	$237,994

Synthetic Turf Fields

Fiscal Year	Price/Hour	General Fund Subsidy - %	Estimated General Fund Subsidy - $	Estimated Revenue From Co-Sponsored Groups**
2026/27	$10.00	87.5%*	$317,246*	$45,560
2027/28	$14.00	82.5%*	$299,117*	$63,784
2028/29	$18.00	77.5%*	$280,989*	$82,008

**The General Fund subsidy was calculated at the 2024/25 expenses and personnel rates.*
***The number of estimated hours for synthetic turf use was lowered from FY 2025/26 estimates due to the projected increase in usage efficiency that is projected once fees are charged for these fields. These estimates were calculated using an estimated 4,556 hours.*

While still highly subsidized, this approach begins to reduce the General Fund subsidy and aligns more closely with the field fee rates of neighboring agencies. The intent is to increase the cost gradually without placing financial strain on the co-sponsor groups.

At full cost recovery rates, the City would generate approximately $1.4 million in revenue from co-sponsored user groups for their current field usage. At area average rates, the City would generate over $500,000 in revenue from co-sponsored user groups.

Section VIII. Recreation - F. Miscellaneous Fees

To align with current practices and increase transparency for the community, staff also recommends listing the hourly rates for add-on amenities for facility rentals. The current MFS simply states, "actual costs for equipment." Staff recommends the following additions to Section VIII. Recreation - F. Miscellaneous Fees:

Table 6. Facility Rental Add-On Fees

Projector	$75
PA System/Microphone(s) (Veterans Memorial Main Hall and Senior Center Main Hall)	$30
Dumpster (Veterans Memorial Main Hall and Senior Center Main Hall)	$175
Bar (Veterans Memorial Main Hall, and Senior Center Main Hall)	$25
Coffee Urn (Senior Center Main Hall)	$50

Piano (Senior Center Main Hall)	$100
Senior Center Classroom (add on to Senior Center Main Hall)	$100
Senior Center Meeting Room (add on to Senior Center Main Hall)	$100
Centennial Park – up to 6 hours (add on to Senior Center Main Hall)	$200
Projector Screen (Amador Recreation Center)	$25
Game Pack – 3 games (Amador Recreation Center)	$30
Game Pack – 7 games (Amador Recreation Center)	$50

Table 7. Firehouse Arts Center Add On Fees (for rentals)

Firehouse Arts Center Add On Fees (for rentals)	
Grand Piano (Steinway & Sons Model B) (Firehouse Arts Center)	$200
Piano Tuning (optional) (Firehouse Arts Center)	$230
Wireless Handheld /Clip On Microphone (4 available) (Firehouse Arts Center)	$45 each
Wired Microphone (Firehouse Arts Center)	$30 each
Monitor (6 max available) (Firehouse Arts Center)	$30 each
Classroom Project/Portable Screen (Firehouse Arts Center)	$50
Theater Projector (Firehouse Arts Center)	$125
Lighting Programming (Firehouse Arts Center)	$50
Lighting Additions (Firehouse Arts Center)	$25
DI Box (6 available) (Firehouse Arts Center)	$10 each

4’x8’Flat Platform (4 available) (Firehouse Arts Center)	$40 each
Podium (Firehouse Arts Center)	$15
Cocktail Tables (no linens) (Firehouse Arts Center)	$15 each
Cocktail Tables (with linens) (Firehouse Arts Center)	$20 each
Firehouse Arts Center – Ticketing Fees	
Ticket Programming Set Up	$175
2 Hour Staff Fee Day of Show	$60
Per Ticket Sold PUSD / Co-Sponsored Groups (Category I)	$2
Per Ticket Sold Non-Profit Organizations (Category II)	$3
Per Ticket Sold Private Use / Businesses (Category III and IV)	$4
Firehouse Arts Center Marketing Packages	
Basic Marketing Package • Inclusion on the Firehouse Arts Center website events calendar • Dedicated 11” x 17” poster displayed in the Firehouse Arts Center lobby for two weeks prior to the event	$200
Upgraded Marketing Package • All Basic Marketing Package benefits • Event promotion in one (1) Firehouse Arts Center e-newsletter • Event promotion in one (1) post on Firehouse Arts Center Instagram and Facebook accounts ($75 per additional social media post; limit 2 per week)	$300/$75 per additional social media post
Facility Rental Cancellation Fees	
Cancellation more than 30 days prior to the scheduled date 50% of the security deposit	

EQUITY AND SUSTAINABILITY

Generating revenue and ensuring the City's fiscal sustainability enable the City to continue providing programs and services that benefit all residents.

OUTREACH

At the January 12, 2026 Co-Sponsored User Group Meeting, staff led a group discussion regarding the proposed three-year co-sponsored field rental fee schedule. Staff solicited feedback and ideas regarding the time frame and fees. Co-sponsored user group representatives in attendance supported the proposal. Following the meeting, staff emailed each co-sponsored user group individually to review the proposal again, solicit further feedback, and meet with interested groups to discuss. The conversations were very positive and collaborative, with each co-sponsored organization supporting the proposed three-year field fee schedule to aid their planning.

The Recreation portion of the MFS update was heard by the Parks and Recreation Commission at their February 12, 2026 meeting.

The Civic Arts portion of the MFS update was heard by the Civic Arts Commission at their March 2, 2026 meeting.

STRATEGIC PLAN ALIGNMENT

This action advances the following ONE Pleasanton Citywide goals and strategies:

- *Funding Our Future*, Strategy 1 — Develop a long-term strategy for funding operations and maintenance needs to ensure reliability of community-owned facilities and infrastructure and continuity of City services.
- *Building A Community Where Everyone Belongs*, Strategy 3 — Implement high-priority items from the Library and Recreation Strategic Plan to continue to deliver activities and programs that meet the needs and interests of the community.
- *Investing In Our Environment*, Strategy 7 — Continue to invest in parks, bicycle, and pedestrian infrastructure, and public art to improve traffic safety, promote climate resilience, and increase equitable access to cultural and recreational opportunities.

FINANCIAL STATEMENT

Section VIII. Recreation, B. Field Rental Fees

Implementation of the proposed co-sponsored field rental fee schedule will allow the City to recover revenue to partially offset the City General Fund expense for maintaining these fields. The estimated City revenue per year based on this proposal is:

Table 8. Estimated City Revenue

Fiscal Year	**Revenue Estimate**	**Estimated GF Subsidy** (Based on FY 2025 expenses)
2026/27	$177,779	$1,242,037
2027/28	$248,890	$1,171,063

2028/29	$320,002	$1,100,090
Three-Year Total	$746,671	$3,513,190

Additional revenues will be realized through field rental availability for other user groups that are not part of the co-sponsorship program.

Miscellaneous Recreation Fees:
No impact is expected from the modifications to the miscellaneous recreation fees, as they align with current practices.

Prepared and Submitted by:

Heidi Murphy, Director of Library and Recreation

Approved by:

Attachments:

1. Resolution Updating Master Fee Schedule April 2026

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO APPROVE AMENDMENTS TO THE MASTER FEE SCHEDULE SECTION VIII. RECREATION

WHEREAS, the Master Fee Schedule compiles City-Council-approved fees for specific City services provided to residents, non-residents, non-profits, businesses, and other entities within the community; and

WHEREAS, limited tax revenues support these services given the unique benefit to members of the public; and

WHEREAS, agencies are allowed to set fees at rates providing fair and reasonable recovery of costs incurred in providing the services, minimizing or eliminating the use of general tax revenues.

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

The Master Fee Schedule is amended as set forth in Exhibit A.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 the 21th day of April 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A
CITY OF PLEASANTON
MASTER FEE SCHEDULE

VIII. Recreation

A. Recreational Program Fees

The City Council authorizes staff to establish fees for new programs and adjust fees for existing programs based on the actual cost to provide the program. Fees will be set to limit the General Fund subsidies for these programs and services, dependent upon the overall benefit of the program within the community.

	Service Category	Maximum General Fund Subsidy
1.	City-Sponsored Community Events	100%
2.	Drop-In Programs/City-Sponsored Seasonal Events	75%
3.	Beginner/Recreational Programs	50%
4.	Art Gallery Exhibits	40%
5.	Specialized and Contractor-Led Classes & Programs/Theater Presenting Series Shows	25%
6.	Advanced/Competitive Programs	0%

B. Field Rental Fees

Natural Grass Fields*

	Renter Group Category	Fee Per Hour
I.	PUSD Co-Sponsored Groups	$6.25
II.	Non-Profit Organizations	$35.00
III.	Pleasanton Residents (Private Use)	$40.00
IV.	Non-Residents (Private Use) Businesses	$50.00

Synthetic Turf Fields*

	Renter Group Category	Fee Per Hour
I.	PUSD Co-Sponsored Groups	$10.00
II.	Non-Profit Organizations	$56.00
III.	Pleasanton Residents (Private Use)	$64.00
IV.	Non-Residents (Private Use) Businesses	$80.00

*Fees for staff will be charged at the fully burdened rate and determined based on the needs of each specific rental.

C. Gym Rental Fees*

	Renter Group Category	Fee Per Hour		
		Hart 1 Court	HP/PMS 1 Court	HP/PMS 2 Courts
I.	Co-Sponsored Groups	$66	$55	$110
II.	Non-Profit Organizations	$129	$107	$214
III.	Pleasanton Residents (Private Use)	$165	$129	$258
IV.	Non-Residents (Private Use) Businesses	$184	$131	$262
	*All gym rentals will be charged $11.25 in 15-minute increments for set up and clean up			

*Fees for staff will be charged at the fully burdened rate and determined based on the needs of each specific rental.

D. Field Light Fees

	Renter Group Category	Fee Per Hour					
		Stadium	CTS & 4Leaf	Bernal Baseball (Small)	Bernal Baseball (Large)	Upper Bernal	KMSP Softball Complex
I.	PUSD Co-Sponsored Groups	$35	$23	$17	$22	$25	$28
II.	Non-Profit Organizations	$41	$27	$20	$26	$29	$33
III.	Pleasanton Residents (Private Use)	$46	$31	$22	$30	$37	$38
IV.	Non-Residents (Private Use) Businesses	$58	$39	$28	$37	$42	$47

E. Facility and Picnic Rental Fees

Event Venues*

	Renter Group Category	Fee Per Hour		
		Amador Rec Center	Veterans Memorial Main Hall	Senior Center Main Hall
I.	Co-Sponsored Groups	$72	$150	$240
II.	Non-Profit Organizations	$84	$175	$280
III.	Pleasanton Residents (Private Use)	$96	$200	$320
IV.	Non-Residents (Private Use) Businesses	$120	$250	$400

Meeting Spaces*

	Renter Group Category	Fee Per Hour	
		Cultural Arts Building	Senior Center Classroom / Meeting Room
I.	Co-Sponsored Groups	$45	$84
II.	Non-Profit Organizations	$56	$98
III.	Pleasanton Residents (Private Use)	$64	$112
IV.	Non-Residents (Private Use) Businesses	$80	$140

Picnic Sites*

	Renter Group Category	Fee Per Day		
		Creekside	Bernal Val Vista B	Amador Ken Mercer Val Vista A
I.	Co-Sponsored Groups	$66	$120	$180
II.	Non-Profit Organizations	$77	$140	$210
III.	Pleasanton Residents (Private Use)	$88	$160	$240
IV.	Non-Residents (Private Use) Businesses	$110	$200	$300

Firehouse Arts Center*

	Renter Group Category	Fee Per Hour		
		Firehouse Theater	Classroom A or B	Lobby / Gallery
I.	Co-Sponsored Groups	$174	$72	$90
II.	Non-Profit Organizations	$203	$84	$105
III.	Pleasanton Residents (Private Use)	$232	$96	$120
IV.	Non-Residents (Private Use) Businesses	$290	$120	$150

*Fees for staff will be charged at the fully burdened rate, determined based on the needs of each specific rental

F. Miscellaneous Recreation Fees

Refund Service Charge	
Refund Processing Fee General (7 days prior to program start) • Refunds are not granted if requested less than 7 calendar days prior to the program or class start date. • Full refunds will be given for any classes canceled by the department. • Aquatic refunds are limited to special circumstances only.	$10
Refund Processing Fee Gingerbread Preschool (7 days prior to program start) • Refunds are not granted if requested less than 7 calendar days prior to the first class meeting.	$50
Facility Use Fee	
The 2% fee is applied to select programs and rentals that utilize City facilities and/or equipment.	2%
Non-Resident Fee	
Classes and Camps	25%

Facility Rental Add On Fees	
Projector	$75
PA System/Microphone(s) (Veterans Memorial Main Hall, Senior Center Main Hall)	$30
Dumpster (Veterans Memorial Main Hall, Senior Center Main Hall)	$175
Bar (Veterans Memorial Main Hall, Senior Center Main Hall)	$25
Coffee Urn (Senior Center Main Hall)	$50
Piano (Senior Center Main Hall)	$100
Senior Center Classroom (add on to Senior Center Main Hall)	$100
Senior Center Meeting Room (add on to Senior Center Main Hall)	$100
Senior Center Arts & Crafts Room (add on to Senior Center Main Hall)	$100
Centennial Park – up to 6 hours (add on to Senior Center Main Hall)	$200
Projector Screen (Amador Recreation Center)	$25
Game Pack – 3 games (Amador Recreation Center)	$30
Game Pack – 7 games (Amador Recreation Center)	$50
Grand Piano (Steinway & Sons Model B) (Firehouse Arts Center)	$200
Piano Tuning (optional) (Firehouse Arts Center)	$230
Wireless Handheld /Clip On Microphone (4 Available) (Firehouse Arts Center)	$45 Each
Wired Microphone (Firehouse Arts Center)	$30 Each
Monitor (6 max available) (Firehouse Arts Center)	$30 Each
Classroom Project/Portable Screen (Firehouse Arts Center)	$50
Theater Projector (Firehouse Arts Center)	$125
Lighting Programming (Firehouse Arts Center)	$50
Lighting Additions (Firehouse Arts Center)	$25
DI Box (6 available) (Firehouse Arts Center)	$10 Each
4’x8’Flat Platform (4 available) (Firehouse Arts Center)	$40 Each

Podium (Firehouse Arts Center)	$15
Cocktail Tables (no linens) (Firehouse Arts Center)	$15 Each
Cocktail Tables (with linens) (Firehouse Arts Center)	$20 Each
Firehouse Arts Center – Ticketing Fees	
Ticket Programming Set Up	$175
2 Hour Staff Fee Day of Show	$60
Per Ticket Sold PUSD / Co-Sponsored Groups (Category I)	$2
Per Ticket Sold Non-Profit Organizations (Category II)	$3
Per Ticket Sold Private Use / Businesses (Category III and IV)	$4
Firehouse Arts Center Marketing Packages	
Basic Marketing Package • Inclusion on the Firehouse Arts Center website events calendar • Dedicated 11” x 17” poster displayed in the Firehouse Arts Center lobby for two weeks prior to the event	$175
Upgraded Marketing Package • All Basic Marketing Package benefits • Event promotion in one (1) Firehouse Arts Center e-newsletter • Event promotion in one (1) post on Firehouse Arts Center Instagram and Facebook accounts (limit 2 per week)	$300/$75 per additional social media post

Penalty Fees	
Gingerbread Late Pickup	
Late Pick Up per minute	$1
Late Payment (Payment Plans)	
Payments not received by the due date will be assessed a late fee	$25
Facility Rental Overtime	
Rental time exceeded	Twice the Hourly Rate
Rental time exceeded past midnight	$150 for every 15 minutes past midnight
Facility Rental Cancellation	
Cancellation 30 days prior to scheduled date	50% of the security deposit
Cancellation between 11 and 29 days prior to scheduled date	50% of the rental fee
Cancellation 10 days or less prior to scheduled date	100% of the rental fee
Picnic Rental Cancellation	
Cancellation 30 days prior to scheduled date	$50
Cancellation between 11 and 29 days prior to scheduled date	50% of the rental fee
Cancellation 10 days or less prior to scheduled date	100% of the rental fee
Field & Gym Rental Cancellation	
Cancellation 30 days prior to scheduled date	Full Refund
Cancellation between 11 and 29 days prior to scheduled date	50% of the rental fee
Cancellation 10 days or less prior to scheduled date	100% of the rental fee
Field & Gym Rental Adjustment	
Any cancellations or adjustments made after the final field/gym permit has been issued will incur a processing fee per transaction	$25

Softball Complex	
Additional penalty fees that may be assessed: • The user fails to submit game/event schedules, supplemental information, and all other applicable documents • The user fails to enforce and address conduct issues (i.e. smoking (including e-cigarettes), consumption of alcoholic beverages, use of constant profanity, etc.) • The user fails to disclose vendors hosted at the event • The user fails to disclose vehicles • The user exceeds their allotted rental time • The user fails to disclose the operation of gate admission fees or soliciting donations • The user doesn't have a Person in Charge	$250 per infraction

CITY COUNCIL AGENDA REPORT

April 21, 2026
Library and Recreation

TITLE: ADOPT A RESOLUTION AUTHORIZING THE APPLICATION TO THE STATE OF CALIFORNIA LIBRARY LITERACY SERVICES GRANT IN THE AMOUNT OF $42,856 FOR FISCAL YEAR 2026/27 AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ALLOCATE THE FUNDS

SUMMARY

The State of California Library Literacy Services (CLLS) directs State and federal funds to support adult literacy in public libraries. Staff recommends that the City Council authorize the application for $42,856 in CLLS grant funding to support Pleasanton Library's Adult Literacy Services for fiscal year (FY) 2026/27. If awarded, acceptance of funds will be authorized by the City Manager and available from July 1, 2026, through June 30, 2027.

RECOMMENDATION

Adopt a resolution authorizing the application to the State of California Library Literacy Services Grant in the amount of $42,856 for fiscal year 2026/27 and authorizing the City Manager to accept and allocate the funds.

BACKGROUND

Since 1985, the Pleasanton Public Library has offered adult literacy services. In 2006, the City began receiving annual State of California Library Literacy Services (CLLS) grant funds to support these efforts. For fiscal year (FY) 2025/26, the City received $45,722 for Adult Literacy Services and $61,071 for English as a Second Language (ESL) Services, two interrelated literacy programs collectively known as Pleasanton Reads. The State grant for ESL services was a limited-term grant opportunity and will end on June 30, 2026.

Community Need

Pleasanton has approximately 80,000 residents. Of these, approximately 44 percent speak a language other than English at home, reflecting the community's linguistic diversity. Approximately 5.6 percent of residents speak English less than very well, which can create barriers to accessing services, programs, and information. In addition, approximately 5.3 percent of the population lives below the poverty level. Residents experiencing economic challenges may also face barriers related to educational attainment and access to resources, highlighting the importance of inclusive and accessible community services.

(Sources: U.S. Census Bureau, American Community Survey 2018 to 2022 five-year estimates Table S1601 and Census QuickFacts for Pleasanton, California)

This combination of language, socioeconomic, and educational factors underscores the need to support residents in developing English language skills. Staff has identified the following critical literacy needs in the community:

- Strengthening reading, writing, grammar, comprehension, and vocabulary
- Building community connections
- Addressing service gaps not met elsewhere, including access to individual and group tutoring, computers, Wi-Fi, mobile hotspots, printing, books and materials, and meeting space.

Program Impact

In FY 2024/25, 162 trained volunteer tutors provided 8,263 hours of language tutoring to 178 adult learners through Pleasanton Reads. The program is in high demand, with an average of 30 individuals on the waitlist this year, reflecting ongoing community demand for one-on-one language-learning support.

While the City operates the Pleasanton Reads program, CLLS grant funding enhances its reach by supporting intake, volunteer coordination, and instructional resources. Participation in the CLLS-funded program requires that learners:

- Be at least 16 years old and not enrolled in high school or another degree-granting program
- Seek literacy services for themselves in English
- Complete an intake interview and a skills assessment that includes reading and writing in English
- Establish one or more learning goals related to reading and/or writing
- Spend most of their instructional time improving reading or writing skills
- Attend at least two instructional sessions in the current program period.

To expand its impact, the City collaborates with Pleasanton Unified School District's Adult School and Las Positas College's ESL program. While schools offer excellent academic instruction, the Library complements this with one-on-one support focused on individual goals, reading and writing fluency, and conversation skills. Together, these services provide a holistic model that addresses the full range of learner needs.

DISCUSSION

If approved, a resolution for application for FY 2026/27 CLLS grant funding (Attachment 1), would advance the following Adult Literacy Services program goals:

- Provide support for waitlisted learners via resources (conversation groups and book clubs) and referrals to partner agencies for classroom instruction
- Participate in CLLS-sponsored trainings and workshops for literacy staff, and promote such opportunities available to volunteers and learners
- Collaborate with community partners to close service gaps for learners and provide quality referrals based on learner needs/goals
- Inform learners and volunteers of program, library, and community activities to encourage engagement, foster interpersonal connections, and inspire new language and life goals

- Provide program participants with appropriate materials, resources, meeting space, and technology to support instruction.

Continued CLLS funding will help the library sustain and strengthen this important service, ensuring that adult learners have the tools and support they need to succeed.

EQUITY AND SUSTAINABILITY

Literacy services further equity and belonging in the community by providing resources for community members to learn English language skills, apply for jobs, navigate local services, help their children with schoolwork, build social connections, and participate more fully in civic life.

OUTREACH

No outreach was conducted, as this is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton citywide strategic goal *Building a Community Where Everyone Belongs,* Strategy 3 – Implement high-priority items from the Library and Recreation Strategic Plan to continue to deliver activities and programs that meet the needs and interests of the community.

FISCAL IMPACT

$42,856 in Adult Literacy Services grant funding revenue and expenditures for personnel and non-personnel expenses will be included in the City's FY 2026/27 Proposed Mid-Term Budget for Library Services to be allocated in the Miscellaneous Grants account 11652102. Staffing and other program support are also included in the General Fund budget adopted by the Council in June 2025.

Prepared by:	Submitted by:	Approved by:
Lia Bushong, Assistant Director of Library and Recreation	Heidi Murphy, Director of Library and Recreation	Gerry Beaudin, City Manager

Attachments:

1. Resolution - Adult Literacy Grant

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING APPLICATION TO THE CALIFORNIA STATE LIBRARY GRANT FOR ADULT LITERACY SERVICES AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDING AND EXECUTE ALL RELATED DOCUMENTS FOR FISCAL YEAR 2026/27

WHEREAS, the California State Library supports libraries with state funded and federally funded grants, statewide subscriptions to electronic resources, and statewide initiatives with partners offering further resources; and

WHEREAS, the Pleasanton Public Library's Adult Literacy Services Grant application was selected for grant funding, which will be used to enhance services to the Pleasanton community.

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

SECTION 1. Authorizes the City Manager to accept the California State Library grant funds for California Library Literacy Services in the amount of $42,856, and execute all necessary documents required by the grant program.

SECTION 2. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 April 21, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

CITY COUNCIL AGENDA REPORT

April 21, 2026
Police

TITLE: (1) RECEIVE THE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2025; (2) INTRODUCE AN ORDINANCE AMENDING ORDINANCE NO. 2238 TO AMEND THE PLEASANTON POLICE DEPARTMENT'S MILITARY EQUIPMENT USE POLICY TO ADD EQUIPMENT TO THE POLICY'S MILITARY EQUIPMENT INVENTORY; AND (3) ADOPT A RESOLUTION ACCEPTING THE ANNUAL MILITARY EQUIPMENT USE REPORT FOR 2025 DETERMINING THAT THE CITY'S USE OF MILITARY EQUIPMENT IN 2025 COMPLIED WITH THE STANDARDS OF APPROVAL AND RENEWING THE MILITARY EQUIPMENT USE POLICY

SUMMARY

Assembly Bill 481, codified as Government Code sections 7070 through 7075, requires a law enforcement agency to obtain approval from the City Council, by adoption of a Military Equipment Use Policy by ordinance, prior to funding, acquiring, or using military equipment as defined in the law. The law further states that the governing body shall review the ordinance it has adopted pursuant to this section annually and vote to renew it at a regular meeting.

RECOMMENDATION

(1) Receive annual military equipment use report for 2025; (2) introduce and waive first reading of an ordinance amending Ordinance No. 2238 to amend the Pleasanton Police Department’s Military Equipment Use Policy to add equipment to the policy’s military equipment inventory; and (3) adopt a resolution accepting the Annual Military Use Report for 2025 determining that the Pleasanton Police Department’s use of military equipment in 2025 complied with the standards of approval and renewing the Military Equipment Use Policy.

BACKGROUND

Assembly bill (AB) 481 was enacted in 2021 to create consistency for the funding, acquisition, and use of military equipment by law enforcement agencies and to increase transparency, accountability, and oversight.

The bill requires a law enforcement agency to obtain approval of the applicable governing body (City Council) by adopting a Military Equipment Use Policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment as defined. Approval was received and the ordinance was adopted by the City Council on July 19, 2022.

The bill also requires an annual review by the City Council to renew or disapprove the acquisition of this equipment, to create a Military Equipment Use Policy, and to publish that policy on the agency’s website.

The Annual Military Equipment Use Report for 2025, which includes the military equipment

inventory, is included with this report as Exhibit A to the Resolution (Attachment 2).

DISCUSSION

Several items deemed to be “military equipment” by AB 481 are currently used by the Pleasanton Police Department and are outlined in this report. Their use is consistent with overall best practices for law enforcement agencies throughout the state and country. These tools have proven effective in enhancing officer safety and reducing risk to community members.

The term “military equipment,” as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed by the bill to be “military equipment” include, but are not limited to, robotic vehicles, armored rescue vehicles, tear gas, less-than-lethal weapons such as beanbag shotguns, 40mm projectiles, and noise/flash diversionary devices. Each of these tools has proven effective in mitigating risk to both the public and officers.

This year, the department intends to purchase three (3) DJI Matrice 4T drones and one (1) DJI Avata 2 drone for real-time aerial video to enhance situational awareness and reduce risk to personnel during elevated-risk incidents, searches for missing or at-risk persons, disaster response, large outdoor incidents, and crime or collision scene documentation. This purchase is funded through the Citizens’ Option for Public Safety (COPS) fund. A proposed ordinance adding this item to the Military Equipment Use Policy’s military equipment inventory is included with this report as Attachment 1.

The Military Equipment Use Policy and Government Code section 7072 require the City to publish annually a military equipment report for the prior calendar year, which includes:

a. A summary of how the military equipment was used and the purpose of its use
b. A summary of any complaints or concerns received concerning the military equipment
c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response
d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report
e. The quantity possessed for each type of military equipment
f. Whether the Police Department intends to acquire additional military equipment in the next year and the quantity sought for each type of military equipment.

The Military Equipment Use Policy and Government Code section 7072 also require that within 30 days of submitting and publicly releasing the annual military equipment report, the police department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the annual military equipment report and the police department’s funding, acquisition, or use of military equipment.

AB 481 further requires that the governing body review the adopted ordinance approving the

funding, acquisition, and use of military equipment at least annually and vote on whether to renew the ordinance.

EQUITY AND SUSTAINABILITY

Not applicable, as the item is a matter of routine City business.

OUTREACH

The Annual Military Equipment Use Report for 2025 was made publicly available on the City's website on Friday, March 20, 2026. On Tuesday, March 3, 2026, a public meeting was noticed to occur on Thursday, April 2, 2026, and Tuesday, April 14, 2026, to seek community input regarding the Annual Military Equipment Use Report for 2025. The meeting included a presentation of the Annual Military Equipment Use Report for 2025 and an opportunity to discuss and ask questions about the funding, acquisition, or use of specified equipment.

STRATEGIC PLAN ALIGNMENT

This action advances the ONE Pleasanton strategic goal of *Safeguarding our City* Strategy 1 - Assess the City's overall emergency preparedness capabilities, resources, and tools and implement changes as needed to ensure the City is properly positioned to respond to disasters, and Strategy 5 - Implement high priority items from the 2023-2027 Pleasanton Police Department Strategic Plan.

FISCAL IMPACT

There are no anticipated fiscal impacts from receiving this report. The staff time to facilitate the requirements of AB 481 will be absorbed into the work of existing staff.

Prepared by:	Submitted by:	Approved by:
Benjamin Sarasua Police Sergeant	Tracy Avelar, Police Chief	Gerry Beaudin, City Manager

Attachments:

1. Ordinance Amending Military Equipment Use Policy
2. Resolution Renewing Military Use Policy

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AMENDING ORDINANCE NO. 2238 TO AMEND THE PLEASANTON POLICE DEPARTMENT'S MILITARY EQUIPMENT USE POLICY TO ADD EQUIPMENT TO THE POLICY'S MILITARY EQUIPMENT INVENTORY

WHEREAS, On July 19, 2022, the City Council adopted Ordinance No. 2238 approving the Pleasanton Police Department's Military Equipment Use Policy; and

WHEREAS, the Military Equipment Use Policy was amended on October 18, 2022 by Ordinance No. 2240 to add a Command Vehicle to the Policy's military equipment inventory; and

WHEREAS, the Military Equipment Use Policy was amended on April 18, 2023 by Ordinance No. 2246 to add additional equipment to the Policy's military equipment inventory; and

WHEREAS, the Military Equipment Use Policy was amended on April 16, 2024 by Ordinance No. 2279 to add additional equipment to the Policy's military equipment inventory; and

WHEREAS, the Military Equipment Use Polic was amended on May 20, 2025 by Ordinance No. 2294 to add additional equipment to the Policy's military equipment inventory; and

WHEREAS, the City Council wishes to renew Ordinance No. 2238, approving the Pleasanton Police Department's Military Equipment Use Policy; and

WHEREAS, the City Council wishes to amend the Military Equipment Use Policy to add additional equipment to the Policy's military equipment inventory.

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

Section 1. Amendment. Ordinance No. 2238 is amended to add the equipment described in Exhibit "A" to the Military Equipment Use Policy's military equipment inventory.

Section 2. Severability. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 3. Publication. This ordinance, or a summary prepared by the City Attorney, shall be published once in a newspaper of general circulation of the City of Pleasanton within fifteen days after its adoption.

Section 4. Effective Date. This ordinance shall take effect 30 days after its adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on April 21, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jack Balch, Mayor

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A
Additional Military Equipment Requested:

Equipment Name: DJI Matrice 4T and DJI Avata 2 Drones - Unmanned Aerial Systems (UAS), Unmanned Aerial Vehicles (UAV)	
Quantity Owned: 3 DJI Matrice 4T and 1 DJI Avata 2 Requested	**Lifespan: 5-7 years**
Equipment Capabilities: The drones will be managed through DroneSense, a U.S.-based fleet management platform. DroneSense provides a public-facing transparency portal and securely records flight data for record and evidence management.	
Manufactured Product Description: The DJI Matrice 4T is a specialized, compact enterprise drone tailored for law enforcement, public safety, and search and rescue, featuring a four-sensor payload (thermal, 7x tele, medium tele, wide) for rapid deployment and intelligent 1,800m laser rangefinder tracking. It boasts 49-minute flight times, AI object detection, and high-res night vision, ideal for surveillance and situational awareness. The DJI Avata 2 is a compact, durable FPV drone designed for law enforcement, specializing in indoor building clearance, high-risk reconnaissance, and confined search-and-rescue operations. Its built-in propeller guards, 4K/60fps video, and 23-minute flight time allow for safe, close-quarters navigation.	
Purpose/Authorized Uses: These remotely operated, non-weaponized drones would provide real-time aerial video to officers and command staff to enhance situational awareness and reduce risk to personnel during elevated-risk incidents, searches for missing or at-risk persons, disaster response, large outdoor incidents, and crime or collision scene documentation. If approved, the drones would be operated only by trained personnel in compliance with Federal Aviation Administration regulations, applicable state law, and departmental policy, and under the direction of a supervisor or incident commander. The Chief of Police may authorize use at community events, city-sponsored events, or to assist other City Departments such as the Fire Department, EOC, Streets, and Building department.	
Fiscal Impacts: Approximately $50,000 Initial cost, PD will pay for this through internal funding sources	
Annual Maintenance: Approximately $15,000	
Personnel Cost: Approximately $20,000 initial training cost for 1 supervisor, 6 operators through the PD training budget.	
Legal/Procedural Rules Governing Use: The drones would be operated only by trained personnel in compliance with Federal Aviation Administration regulations, applicable state law, and departmental policy, and under the direction of a supervisor or incident commander	
Training Required: Drone operators must complete at a minimum: FAA 107 Ground School, UAS Basic Pilots Course, and UAS Night Operations which are courses supported by California POST standards. On-going monthly training costs are anticipated to be absorbed in staff time similar to other specialized units within the department.	

DJI Matrice 4T



DJI Avata 2



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON (1) ACCEPTING THE ANNUAL MILITARY EQUIPMENT REPORT FOR 2025; (2) DETERMINING THAT THE PLEASANTON POLICE DEPARTMENT'S USE OF MILITARY EQUIPMENT IN 2025 COMPLIED WITH THE STANDARDS OF APPROVAL; AND (3) RENEWING THE MILITARY EQUIPMENT USE POLICY

WHEREAS, on July 19, 2022, the City Council adopted Ordinance No. 2238 approving the Pleasanton Police Department's Military Equipment Use Policy; and

WHEREAS, on March 21, 2023, the City Council adopted Resolution No. 23-1378, accepting the Pleasanton Police Department's Annual Military Equipment Use Report for 2022.

WHEREAS, on April 16, 2024, the City Council adopted Resolution No. 2024-019, accepting the Pleasanton Police Department's Annual Military Equipment Use Report for 2023.

WHEREAS, on May 20, 2025, the City Council Adopted Resolution No. 2025-022, accepting the Pleasanton Police Department's Annual Military Equipment Use Report for 2024.

WHEREAS, the Military Equipment Use Policy and Government Code section 7072 require the City to publish annually a military equipment report for the prior calendar year which includes: (1) a summary of how the military equipment was used and the purpose of its use; (2) a summary of any complaints or concerns received concerning the military equipment; (3) the results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response; (4) the total annual cost of each type of military equipment, including acquisition, personnel, training, transportation, maintenance storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report; (5) the quantity possessed for each type of military equipment; and (6) if the Police Department intends to acquire additional military equipment in the next year, the quantity sought for each type of equipment; and

WHEREAS, the Military Equipment Use Policy and Government Code section 7072 also require that within 30 days of submitting and publicly releasing the annual military equipment report, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the Police Department's funding, acquisition, or use of military equipment; and

WHEREAS, on March 20, 2026, the Annual Military Equipment Use Report was publicly posted on the City's Website; and

WHEREAS, on March 3, 2026, the Police Department publicized a meeting open to the public to discuss the Annual Military Equipment Use Report for 2025 on social media to seek community input regarding the use of this military equipment; and

WHEREAS, on April 2, 2026, and April 14, 2026, the Pleasanton Police Department held a well-publicized and conveniently located community engagement meeting, at which the public was given an opportunity to discuss and ask questions regarding the Annual Military Equipment Use Report for 2025 and the Police Department's funding, acquisition, or use of military equipment.

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

SECTION 1. The City Council accepts the Annual Military Equipment Use Report for 2025, attached as Exhibit A.

SECTION 2. Based on the Annual Military Equipment Use Report for 2025, the City Council determines that each type of military equipment identified in the Report has complied with the following standards:

A. The military equipment identified in the Military Equipment Use Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

B. The Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties; and

C. The equipment described in the Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

D. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior users did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 3. The City Council renews the Military Equipment Use Policy.

SECTION 4. City Clerk shall certify the passage of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 April 21, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

MILITARY EQUIPMENT USE REPORT 2025
PLEASANTON POLICE DEPARTMENT

Military Equipment Use Report 2025

Pleasanton Police Department



Table of Contents

Executive Summary..... 3
Introduction..... 5
Definitions..... 6
Summary of Military Equipment Usages..... 11
Inventory by Equipment Type..... 14
Requested Military Equipment..... 41
Internal Audit 42
Training Cost..... 42
Storage Cost 42
Conclusion..... 42

Executive Summary

On September 30, 2021, California Governor Gavin Newsom signed Assembly Bill 481, which requires law enforcement agencies to obtain approval from their governing body (Mayor and City Council) through the adoption of a Military Equipment Use Policy. In compliance with this law, the Pleasanton Police Department must present its Military Equipment Use Policy to the City Council for approval at a regular public meeting before taking certain actions related to the funding, acquisition, or use of military equipment.

Assembly Bill 481 allows the governing body to approve the funding, acquisition, and use of military equipment only if it determines that the equipment meets the standards specified in the law. The City Council reviews the Military Equipment Use Policy and evaluates compliance based on the Annual Military Equipment Use Report.

Finally, AB 481 mandates transparency by requiring that both the Military Equipment Use Policy and the Annual Military Equipment Use Report be published on the Pleasanton Police Department's website for public access.

Assembly Bill 481
California Government Code section 7072 states the following:

A. A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

    a. A summary of how the military equipment was used and the purpose of its use.

    b. A summary of any complaints or concerns received concerning the military equipment.

    c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

    d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military

e. equipment report.

f. The quantity possessed for each type of military equipment.

g. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

B. Law enforcement agencies shall hold at least one well-publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

The Pleasanton Police Department remains committed to transparency, fostering public trust, building community partnerships, and upholding the law. In accordance with the annual reporting requirements set forth in California Government Code 7072, the Department has prepared this Annual Military Equipment Use Report.

Introduction

The Pleasanton Police Department maintains and utilizes a variety of specialized equipment to safely and effectively fulfill its mission:

"As members of our diverse community, we selflessly serve as guardians with empathy, fairness, and respect to protect life, prevent crime, and enhance the quality of life."

Under California Assembly Bill 481, certain items are categorized as "military equipment." This designation does not necessarily mean the equipment is used exclusively by the military. Rather, the term encompasses specific tools identified in the legislation, including robotic vehicles, armored rescue vehicles, chemical agents such as tear gas, less-lethal weapons (including beanbag shotguns and 40mm projectiles), and noise/flash diversionary devices.

These tools have proven effective in reducing risks to both community members and law enforcement personnel. Their inclusion in the department's inventory reflects widely recognized best practices adopted by law enforcement agencies throughout California and across the nation.

While the department maintains an inventory of equipment defined under Assembly Bill 481, possession of such equipment does not imply its use in every situation. Critical incidents are inherently unpredictable and dynamic. Access to a range of specialized tools enables incident commanders, officers, and specialized units to respond appropriately and resolve incidents as safely and efficiently as possible.

The use of equipment classified as "military equipment" is restricted to specific circumstances and, in some cases, to specially trained units. Decisions regarding deployment are based on the totality of the circumstances, with careful consideration of public safety, officer safety, civil rights, applicable state law, and the information available at the time of the incident. Department personnel are entrusted with recognizing when specialized equipment is necessary to protect the public, safeguard officers, and bring critical incidents to a safe resolution.

This Annual Military Equipment Use Report provides a summary of equipment usage, governing guidelines, inventory, fiscal impact, complaints, and reported concerns for the period of January 1, 2025, through December 31, 2025.

Definitions

Under California Assembly Bill 481, the following definitions apply only to the Pleasanton Police Department's current military equipment inventory and potential military equipment acquisitions for operational needs. For a more detailed list of "military equipment" definitions, refer to California Government Code sections 7070(c)(1) through (16).

MILITARY EQUIPMENT DEFINITIONS:
The following equipment is defined in AB 481 and an overview of it and how it is used by the Pleasanton Police Department:

"Unmanned, remotely piloted, powered aerial or ground vehicles"

The Pleasanton Police Department owns two remotely operated robots equipped with mounted cameras. These robots are deployed during authorized high-risk searches to assist in locating and identifying suspects without placing officers in potentially dangerous or confrontational situations. Their use enhances safety by reducing the risk of injury to officers, suspects, and members of the public. These robots are deployed only when circumstances meet established high-risk criteria.

For incidents involving suspicious or potentially explosive devices, the Department relies on the Alameda County Explosive Ordnance Disposal Team (EOD), commonly referred to as the "bomb squad." The EOD Team utilizes specialized remotely operated robots designed specifically for explosive detection, investigation, and safe disposal.

In addition, the Department increasingly requests aerial drone support from partnering agencies such as the Alameda County Sheriff's Office and the Livermore Police Department. These drones are used during search and rescue operations, warrant service operations, and searches for outstanding criminal suspects. The drones deployed are strictly for surveillance purposes and are not weaponized.

When a suspect is believed to be inside a structure, aerial drones can conduct preliminary interior assessments before officers enter. Compared to ground-based robots, drones are often better able to navigate confined or cluttered environments. This capability significantly enhances officer and public safety by reducing the likelihood of direct confrontation.

"Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded."

A Mine-Resistant Ambush Protected (MRAP) vehicle is a military-designed vehicle. The Pleasanton Police Department does not own or operate an MRAP.

The Department does operate an Armored Rescue Vehicle (ARV), which is specifically manufactured and modified for use by first responders. The ARV provides ballistic protection

during critical incidents where an armed encounter is reasonably anticipated. Its primary purpose is to enhance safety by allowing officers to rescue and evacuate civilians from areas where a threat from an armed suspect exists. The ARV has never been deployed for crowd control purposes, including protests or First Amendment assemblies. Such use is not consistent with its intended purpose.

Because the ARV is built on a commercially available vehicle platform that has been modified for public safety use, there has been discussion regarding whether it meets the statutory definition under this section. The vehicle has been further modified to allow the mounting of a breaching ram on the front, enabling officers to access structures during high-risk operations when necessary.

"High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded."

The Pleasanton Police Department does not own or operate Humvees or similar military-style vehicles, nor does it utilize large trucks as described in this section.

The Department's Armored Rescue Vehicle (ARV) is capable of being equipped with a mounted breaching ram. This tool has proven effective in safely opening fortified entry doors while minimizing officer exposure. Approaching and breaching a doorway is often one of the most dangerous aspects of a high-risk entry operation. The use of a mounted breaching ram allows officers to create access to a structure while remaining protected, thereby reducing the likelihood of confrontation during entry. Additionally, this breaching method is one of the few effective options for penetrating reinforced doors commonly found in commercial or government buildings that cannot be opened with standard handheld ramming devices.

"Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion."

The Pleasanton Police Department does not own, operate, or utilize tracked vehicles of any kind.

"Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units."

On numerous occasions, the Pleasanton Police Department has utilized the Livermore Police Department command vehicle to support critical incidents and large-scale operations.

In December 2024, following approval from the City Council, the Pleasanton Police Department procured its own Mobile Command Vehicle. This vehicle serves as a forward command post during critical incidents, natural disasters, and search and rescue operations. It also functions as

an emergency backup to the Department's dispatch center, ensuring continuity of operations when needed. Many public safety agencies of comparable size maintain a mobile command vehicle to support these operational needs. The primary funding source for this equipment was grant funding.

"Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision."

The Pleasanton Police Department does not utilize explosive breaching techniques. Historically, the Department has employed shotgun breaching methods; however, the preferred breaching mechanism is the Kinetic Breaching Tool. This tool uses a single round of blank ammunition to drive a fixed bolt forward, transferring all energy directly through the bolt. No explosive energy or debris is projected into the door, enhancing safety for officers and occupants.

Many commercial, government, and school building doors are constructed in a manner that prevents entry using only manual breaching tools, such as single-person rams or pry bars. The Kinetic Breaching Tool allows officers to gain rapid access to these structures while maintaining the highest level of safety during high-risk operations.

"Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision."

The Pleasanton Police Department does not own, carry, or utilize any firearms chambered in .50 caliber or greater.

"Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision."

The Pleasanton Police Department does not use ammunition of .50 caliber or greater, except for less-lethal ammunition described in a subsequent section.

"Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency."

The Pleasanton Police Department maintains 89 rifles classified as assault weapons under the California Penal Code. These rifles are assigned only to sworn officers and supervisors who have completed the certified training required by the California Commission on Peace Officer Standards and Training (P.O.S.T.).

Rifles provide the capability to address lethal threats at a distance with precision and can penetrate most body armor. They utilize standard law enforcement ammunition, and their use

and deployment are governed by Policy 312 of the Pleasanton Police Department Policy Manual.

In addition, the Department maintains a limited supply of armor-piercing ammunition for .308 bolt-action rifles. This ammunition is restricted to the tactical team and is reserved for situations in which it is necessary to penetrate heavy armor, such as that used in armored vehicles.

"Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency."

The Pleasanton Police Department does not utilize any firearms designed to launch explosive projectiles.

"Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray."

The Pleasanton Police Department utilizes noise-flash diversionary devices, commonly known as "flashbangs," as well as various chemical agents, including tear gas and paintball-like projectiles such as pepper balls.

Noise-flash diversionary devices are deployed to create a distraction during high-risk activities, such as entering a structure during warrant service. The Department follows best practices for their use, which include deploying these devices only on the exterior of structures and ensuring that officers have a clear line of sight to the deployment area.

The primary purpose of chemical agents, such as non-lethal CS gas, is to encourage a barricaded suspect to exit a structure safely. These agents cause temporary irritation to the eyes and throat, reducing the need for officers to enter potentially dangerous areas and thereby minimizing the risk of injury to both officers and suspects.

While chemical agents can be used for dispersing large, unlawful assemblies, the Pleasanton Police Department has never deployed them for this purpose. Their use is strictly limited to situations where the goal is the safe resolution of high-risk incidents.

"Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD)."

The Pleasanton Police Department does not utilize any of the devices described in this section.

- The Taser Shockwave, manufactured by Axon Technologies, is designed to deny access to specific areas and has no law enforcement application.

- Microwave weapons are not used by the Department or any law enforcement agency in the region.
- The Department, as well as regional agencies, do not operate water cannons.
- Long Range Acoustic Devices (LRADs), which can deliver highly audible public address messages, are used by some law enforcement agencies; however, they are not employed by the Pleasanton Police Department.

"The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons."

The Pleasanton Police Department possesses 40mm launch platforms, which have been previously approved by the City Council. In 2023, the Department purchased 24 launchers to equip the marked patrol fleet. In 2024, the Department acquired two multi-launchers, which were placed in patrol supervisor vehicles. These launchers may be deployed as less-lethal impact devices, providing an alternative to higher levels of force, or to deliver chemical agents when necessary.

The Department also utilizes 12-gauge shotguns firing bean bag rounds and the FN-303 launcher as less-lethal options. These tools provide officers with alternatives to more lethal force in situations where such alternatives are reasonable and appropriate. The FN-303 functions similarly to a paintball gun and can be loaded with a variety of ammunition types, including impact rounds, PAVA (pepper spray) rounds, and marking rounds. Marking rounds leave a paint stain on clothing to facilitate suspect identification later.

Currently, the standard less-lethal ammunition carried by patrol officers consists of bean bag rounds and FN-303 impact rounds.

Summary of Military Equipment Usages

The City of Pleasanton, located in Alameda County, has a population of approximately 80,000 residents. Situated at the junction of Interstate 580 and Interstate 680, the city is part of the region commonly referred to as the Tri-Valley. The Pleasanton Police Department is authorized for 118 positions, including both sworn officers and professional staff.

The Department maintains a wide-ranging inventory of military equipment; however, this equipment is not deployed on all calls for service. The Department recognizes that critical incidents are inherently unpredictable and dynamic. Access to various specialized equipment options enables incident commanders, officers, and designated units to resolve these incidents efficiently and safely. The use of military equipment is restricted to certain circumstances and, in some cases, is limited to specific trained units.

This section presents the operational use of military equipment from January 1, 2025, through December 31, 2025. Certain items, particularly consumables such as ammunition, diversionary devices, less-lethal rounds, and chemical agents, are regularly used in training to maintain proficiency; however, training usage is not captured in this report. Only the operational deployment of military equipment is included in the data presented in this Annual Military Equipment Use Report.

Outreach and Community Engagement

The Pleasanton Police Department is committed to partnering with the community to build trust and strengthen relationships. As the Department continues to enhance these connections, we strive to serve as a model of excellence and leadership in the law enforcement profession. Equally important, we aim to provide the public with insight into how the Department operates and engages with the community.

Many items in the Department's military equipment inventory, including the Armored Rescue Vehicle and Mobile Command Vehicle are used during outreach and community events. These opportunities promote public awareness, transparency, and education, allowing community members to see the equipment firsthand, ask questions, and engage in open dialogue about its use and necessity. By providing this insight, the Department helps the public understand the tools employed to maintain safety in the City of Pleasanton and fosters trust and accountability between law enforcement and the community.

The following is the data for military equipment usage by category from January 1st, 2025, through December 31st, 2025.

Military Equipment Item	Authorized Usages	Citizen Complaints	Internal Audits	Policy Violations
ARV	4	0	0	0
Mobile Command Vehicle	0	0	0	0
UAVs (Outside Agencies)	13	0	N/A	N/A
ICOR Mini-Caliber Robot	0	0	0	0
Recon Robotics Throwbot II	0	0	0	0
Colt AR-15 Rifles	0	0	0	0
PWS MK111 Rifles	0	0	0	0
Daniel Defense model MK18 RIII Rifles	0	0	0	0
Remington 870 Shotgun (Bean bag)	0	0	0	0
FN303 Less-than-lethal Launcher (Pava/OC Powder Projectile)	0	0	0	0
Penn Arms 40mm Single Launcher	0	0	0	0
Penn Arms 40mm Multi Launcher	0	0	0	0
CTS Model 7290 (Single Flash Bang)	0	0	0	0
CTS Model 7290-9 (Nine Count Flash Bang)	0	0	0	0
Defense Technology CS Spede-Heat Grenade (Model 1072)	0	0	0	0
Defense Technology Flameless Expulsion CS Grenade (Model 2042)	0	0	0	0
Defense Technology Aerosol OC Vapor Grenade (Model 1056)	0	0	0	0
Defense Technology 40mm CS Liquid Barricade Penetrating Ferret (Model 2262)	0	0	0	0
HSM Urban Copper 127 Gr .308 Winchester Light Armor Penetrator Ammunition	0	0	0	0

Mobile Command Vehicle

The Mobile Command Vehicle is maintained to provide on-scene command, coordination, and communications support during critical incidents, large-scale events, and extended operations. Our Mobile Command Vehicle was not utilized for any callouts between January 1st, 2025, through December 31st, 2025 however, it was used for department/city trainings and other community outreach events such as National Night Out, PPD Teen Academy, and the City of Pleasanton Leadership Academy.

Authorized Usages:

- Critical incidents requiring an established incident command post.
- Large-scale public safety events.
- Extended tactical or emergency operations.
- Natural disasters and emergency management incidents.
- Situations requiring multi-agency coordination.

Unauthorized Usages:

- There were zero (0) reported violations of the military equipment use policy involving the Mobile Command Vehicle between January 1, 2025, and December 31, 2025.

Armored Rescue Vehicle (ARV)

Our ARV was utilized four times between January 1st, 2025, through December 31st, 2025:

Authorized usages:

- Safely address an individual who displays self-destructive, dangerous, or combative behavior.
- Safely address an armed, or potentially armed, or violent individual.
- Circumstances where a tactical advantage can be obtained.
- Situations where officers utilized de-escalation techniques.
- Safely rescue citizens and first responders during armed confrontations and violence.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment used by police from January 1, 2025, through December 21, 2025.

Unmanned, remotely piloted, powered aerial or ground vehicles

Unmanned, remotely piloted, powered aerial or ground vehicles were utilized a total of 13 times between January 1st, 2025, through December 31st, 2025. This includes both robots and drones. The department does not own drones and were requested from another agency:

- Drones were utilized 13 times.
- Robots were utilized 0 times.

Authorized usages:

- Safely address an individual who displays self-destructive, dangerous, or combative behavior.

- Safely address an armed, or potentially armed, or violent individual.
- Circumstances where a tactical advantage can be obtained.
- Situations where officers utilized de-escalation techniques.
- Limited to major collision investigations.
- Search for missing persons.
- Natural disaster management.
- Crime scene photography.

Unauthorized usages:

- There have been zero (0) reported violations of the military equipment use policy from January 1, 2025, through December 31, 2025.

Inventory by Equipment Type

January 1st, 2025, through December 31st, 2025.

Note: The inventory of certain consumable military equipment, such as ammunition, diversionary devices, and chemical agents, may fluctuate throughout the year due to operational deployment, training use, normal wear, and manufacturer-recommended replacement guidelines. While the Pleasanton Police Department strives to ensure accuracy in its inventory reporting, this report reflects approximate quantities of certain consumable military equipment during the reporting period identified above.

Armored Rescue Vehicle (ARV)

Equipment Name: Armored Rescue Vehicle	
Quantity Owned: 1	**Lifespan:** 12 years
Equipment Capabilities: Provides ballistic protection to occupants and can seat up to twelve people. It has an elevated turret platform, emergency equipment and public address system. It can be equipped with a breaching ram to open doors.	
Manufactured Product Description: The Ballistic Armored Tactical Transport (BATT) range of armored vehicles is manufactured by Armored Group. The BATT vehicles are used by special assignment units and Special Weapons and Tactics (SWAT) units conducting law enforcement and homeland security missions. The BATT range of vehicles can transport as many as 12 to 14 officers in urban and off-road theaters of operation. The vehicles allow police and internal security forces to provide quick response to critical incidents involving firearms and violence.	
Purpose/Authorized Uses: The armored rescue vehicle (ARV) provides ballistic protection for officers to enter or evacuate community members from a dangerous area. The vehicle is not weaponized and does not have tracks. It is built on a commercially available chassis but does have the capability of mounting a breaching ram to it. It is equipped with a public address system for communication. Use of the ARV is authorized by officers when there is an elevated threat of encountering armed resistance.	
Fiscal Impacts: The initial cost of the equipment was $166,900 in 2012 and was funded with federal grant funding through the Office of Community Oriented Policing Services. Ongoing maintenance is handled internally by the Support Services Department.	
Annual Maintenance: $1,700.	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: There are no legal rules governing use of the armored rescue vehicle. Procedurally, use of the vehicle will be authorized by a supervisor or incident commander when deemed necessary.	
Training Required: During initial hire and at least every two years after, officers are provided familiarity training on use of the ARV which includes driving the vehicle and a variety of functions of the equipment (emergency equipment, public address system, door locking mechanisms, etc.).	
Other Notes: The Chief of Police may authorize use at community events and city-sponsored events.	



Mobile Command Vehicle

Equipment Name: Mobile Command Vehicle	
Quantity Owned: 1 owned	**Lifespan:** 20 years
Equipment Capabilities: Provides a mobile command post to support major incidents, special events, tactical operations, search and rescue, and serve as a secondary emergency dispatch center. The vehicle will include integrated radio and computer communications, phone and internet access, backup power, and a functional command workspace to operate effectively as a forward command post.	
Manufactured Product Description: 2022 Freightliner MT55 forward control chassis, 26,000lb GVWR with air ride suspension and hydraulic brakes, 36' total length.	
Purpose/Authorized Uses: To provide a forward command post for critical incidents, special events, search and rescue operations, major crime scenes, tactical operations and to serve as an emergency backup dispatch center.	
Fiscal Impacts: The cost of a mobile command vehicle is approximately $794,000 with ongoing vehicle and equipment maintenance costs. Grant funds were the primary source of funding for this piece of equipment.	
Annual Maintenance: $1,000.	
Personnel Cost: $2,000. This cost reflects a year of required training for personnel assigned to drive and maintain the Mobile Command Vehicle.	
Legal/Procedural Rules Governing Use: There are no legal rules governing use of the Mobile Command Vehicle. Procedurally, use of the vehicle will be authorized by a supervisor or incident commander when deemed necessary.	
Training Required: A formalized training program for vehicle operators has been created to include driving the vehicle, operating its components and deployment considerations.	
Other Notes: A Mobile Command Vehicle was approved by city council and the vehicle was delivered in December 2024. No deployments as of this report but it has been used for 2 trainings including a city-wide disaster preparedness exercise and SWAT training. It's also been used for community outreach events like National Night Out, teen academy and City of Pleasanton Leadership Academy.	



Unmanned Aerial Vehicles

Equipment Name: Unmanned Aerial Vehicles (UAV), Unmanned Aircraft System (UAS), Drone	
Quantity Owned: None owned-requested from other agencies.	**Lifespan:** N/A
Equipment Capabilities: The Pleasanton Police Department uses outside agencies UAVs of varying sizes and capabilities to enhance public safety. The UAV can be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to major collision investigations, search for missing persons, natural disaster management, crime scene photography, SWAT, tactical or other public safety and life-preservation missions, and in response to specific requests from local, state, or federal fire authorities for fire response and/or prevention. The UAS are used in compliance with all federal, state, and local laws. ***The Pleasanton Police Department is evaluating the feasibility of establishing a piloted unmanned aerial vehicle (UAV) team. As of the date of this report, no decisions have been made regarding the selected vendor, the number of personnel to be authorized and assigned, start-up and ongoing costs (including maintenance), or the related policy and training requirements.	
Manufactured Product Description: The UAVs are requested from other agencies such as the Alameda County Sheriff's Office and Livermore Police Department. Specific models may vary, and manufacturer descriptions are not available.	
Purpose/Authorized Uses: Remotely operated, non-weaponized drones serve the purpose of assisting with interior and exterior searches. These searches may be for suspects, evidence or missing persons. They are also utilized for crime scene documentation. Personnel are authorized to request a UAV when the lawful use may increase safety to officers or would be a more efficient way of searching an area for a missing person or for the documentation of a crime scene.	
Fiscal Impacts: There is currently no cost associated with a mutual aid request for drones.	
Annual Maintenance: N/A	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: UAV operators must be licensed and follow FAA rules. All searches with drones must comply with the U.S. Constitution, state and case law. The request for a UAV must be approved by a supervisor.	
Training Required: UAV operators must be licensed by the FAA. No Pleasanton PD personnel are trained to operate UAVs. All UAVs are operated by licensed operators provided by the agency mutual aid.	



Robots

Equipment Name: ICOR Mini-Caliber Robot, New for 2025	
Quantity Owned/Sought: 1 Owned	**Lifespan:** 7-10 years
Equipment Capabilities: A remotely operated, non-weaponized robot which can enter a dangerous area and relay video surveillance to the operator. It is equipped with two-way audio to facilitate communication. This device is equipped with a turreted robotic claw to facilitate opening doors and lifting obstacles under 15 lbs.	
Manufacturer Product Description: The ICOR Mini-Caliber Robot enhances the capabilities of SWAT and tactical response teams by allowing them to inspect dangerous situations quickly and safely, there is no longer a need to send personnel in before you've had a chance to assess the situation. The ICOR robot saves lives by keeping first responders out of harm's way, and it does so at a fraction of the price of other robots. The ICOR robots are regarded by tactical teams as a standard operational tool, like a firearm, vehicle, or piece of body armor.	
Purpose/Authorized Uses: The ICOR robot is authorized for use during interior or exterior searches deemed to be elevated in risk. The Chief of Police may authorize use at community events and city-sponsored events.	
Fiscal Impacts: The ICOR robot and its associated accessories were purchased in June of 2025 for $83,422.90. It occasionally requires maintenance by the manufacturer but has no recurring cost to operate.	
Annual Maintenance: None	
Personnel Cost: Approximately $6,650. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: There are no legal rules specific to use of the robot. Robots are only authorized to be used during lawful searches. They are generally used by trained members of the SWAT team and at the direction of a commander or supervisor.	
Training Required: No training is necessarily required for operating the robot, however generally only officers who have received familiarization training will operate it.	
Other Notes: ICOR Mini-Caliber Robot replaced the Avatar Robot 2025.	



Equipment Name: Recon Robotics Throwbot 2 Robot	
Quantity Owned: 1 owned	**Lifespan:** 7 years
Equipment Capabilities: A remotely operated, non-weaponized robot capable of being thrown into places which are difficult or unsafe to access. It is equipped with two-way audio to facilitate communications during a search.	
Manufactured Product Description: The Throwbot 2 robot is a throwable micro-robot platform that enables operators to obtain instantaneous video and audio reconnaissance within indoor or outdoor environments. Designed to withstand repeated drops of up to 30 feet onto concrete, the Throwbot 2 robot can be thrown into hazardous situations to allow operators to quickly make informed decisions when seconds count. This micro-robot is designed to be able to crawl over a variety of terrain, clearing obstacles up to 2" tall.	
Purpose/Authorized Uses: The Throwbot robot is authorized for use during interior or exterior searches deemed to be elevated in risk. The Chief of Police may authorize use at community events and city-sponsored events	
Fiscal Impacts: The initial purchase of the Throwbot was $17,300 in 2018. There are no recurring expenses associated with it	
Annual Maintenance: None	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: There are no legal rules specific to use of the robot. Robots are only authorized to be used during lawful searches. They are generally used by trained members of the SWAT team and at the direction of a commander or supervisor.	
Training Required: No training is necessarily required for operating the robot, however generally only officers who have received familiarization training will operate it.	
Other Notes: None.	



Rifles

Equipment Name: Colt AR-15 Patrol Rifles	
Quantity Owned/Sought: 73 Owned	**Lifespan:** Approximately 15 years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufacturer Product Description: The AR-15 rifle is a lightweight, magazine-fed, gas-operated semi automatic rifle modeled after the famous military classic M4 Rifle.	
Purpose/Authorized Uses: Patrol rifles allow officers to address lethal threats with precision from a distance. Compared to handguns, they are more accurate at greater distances and can penetrate most body armor.	
Fiscal Impacts: The initial purchase price for the AR-15 rifles is estimated at approximately $55,689. Purchasing records are not maintained from July of 2000 when approximately 46 rifles were originally purchased. In 2004, 15 additional rifles were purchased at a cost of $725 per rifle. In 2005, two additional rifles were purchased for $807 per rifle and in 2014 an additional ten rifles were purchased for $1100 per rifle. Associated maintenance costs of $250 per year for the AR-15 rifles include replacement batteries, parts and cleaning supplies	
Annual Maintenance: $500 General Fund	
Personnel Cost: Approximately $56,000. This cost reflects a year of required training for personnel assigned a patrol rifle.	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment, and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors.	
Other Notes: PPD rifles have a red dot sight attached to the upper receiver, which allows for quicker target acquisition and accuracy.	



Equipment Name: Daniel Defense model MK18 RIII Rifles	
Quantity Owned/Sought: 13 Owned	**Lifespan:** Approximately 7 Years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufactured Product Description: The MK18 AR15 style firearm is unmatched in size, weight, and performance, and features the picatinny quad rail Daniel Defense provides to USSOCOM. The RIS II picatinny quad rail features a Bolt-Up System that has been rigorously tested prior to fielding by USSOCOM. The 10.3 inch Cold Hammer Forged barrel is the same length in use for the MK18 upper most commonly used for CQB operations. The independently ambi GRIP-N-RIP Charging Handle accommodates left and right-handed shooters. This rifle also comes with the ergonomic Daniel Defense Buistock and Pistol Grip.	
Purpose/Authorized Uses: The DD MK18 rifles serve the same function as patrol rifles. They allow officers to address lethal threats with precision from a distance. Compared to handguns, they are more accurate at greater distances and can penetrate most body armor. The DD MK18 rifles will be issued to members of the SWAT team.	
Fiscal Impacts: The initial purchase price for the DD MK18 rifles will be $21,108.62 for thirteen rifles in 2024. Annual maintenance costs are approximately $150 for batteries, parts and cleaning supplies.	
Annual Maintenance: Anticipated to be $500	
Personnel Cost: Anticipated to be approximately $80,500. This cost reflects a year of required training for personnel assigned to the SWAT Team	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued. A qualification course must be completed by each officer at least annually.	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors. SWAT Team members who will be issued the DD MK18 rifles receive additional range training at least monthly.	
Other Notes: None.	



Equipment Name: Primary Weapons Systems (PWS) MK111 Rifles	
Quantity Owned/Sought: 3 Owned	**Lifespan:** Approximately 7 Years
Equipment Capabilities: Capable of firing .223 caliber ammunition	
Manufactured Product Description: The PWS MK1 MOD 2-M line features the PWS long stroke piston system. While the internals remain the same as other PWS lines, the MK1 MOD 2-M offers a variety of features exclusive to this line. Starting with patent pending PicLok technology on the free float handguard, users are able to mount either Picatinny or MLOK accessories on the front of their firearm. Moving to the fully forged upper and lower receivers, the craftsmanship of this rifle can be easily recognized. Eliminating forward assist, adding a flared mag well and built-in trigger guard, among other specific add-ons, the MK1 MOD 2-M takes high end firearms to a new level.	
Purpose/Authorized Uses: The PWS rifles serve the same function as patrol rifles. They allow officers to address lethal threats with precision from a distance. Compared to handguns, they are more accurate at greater distances and can penetrate most body armor. The PWS rifles are issued to members of the SWAT team.	
Fiscal Impacts: The initial purchase price for the PWS rifles was $18,000 for twelve rifles in 2014. Annual maintenance costs are approximately $150 for batteries, parts and cleaning supplies.	
Annual Maintenance: $0	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: PPD Policy 312.4.4 covers deployment, use, care, and maintenance of rifles. In addition, there are a multitude of California Penal Code sections that also apply to the transportation, care, and maintenance of assault rifles. Only officers who have completed a P.O.S.T. certified patrol rifle course may be issued. A qualification course must be completed by each officer at least annually	
Training Required: Officers must complete a P.O.S.T. certified course to be issued a rifle. These courses are a minimum of 16 hours of instruction on use, deployment and maintenance of the rifles. P.O.S.T. also requires four hours of tactical firearm instruction every two years for officers and this training is facilitated by P.O.S.T. certified rifle instructors. SWAT Team members who are issued the PWS rifles receive additional range training at least monthly	
Other Notes: These three rifles are kept as backup rifles for SWAT team members.	



Armor Penetrator Ammunition

Equipment Name: HSM Urban Copper 127 gr .308 Winchester Light Armor Penetrator Ammunition	
Quantity Owned/Sought: Up to 20 boxes owned	**Lifespan:** Unknown
Equipment Capabilities: This specialized ammunition is capable of accurately penetrating a variety of barriers such as glass and metal	
Manufactured Product Description: The 308 Light Armor Penetrator is used for disabling vehicles at checkpoints or longer ranges or engaging threats that have taken cover behind vehicles. It is used specifically to penetrate glass and vehicles.	
Purpose/Authorized Uses: This ammunition is authorized, pursuant to law and Department policy, to address lethal threats when other ammunition has proven or is expected to be incapable of penetrating a necessary barrier to reach the threat	
Fiscal Impacts: The purchase price of this ammunition is approximately $88.88 per box (20 rounds per box).	
Annual Maintenance: $400, general fund	
Personnel Cost: N/A	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law and Pleasanton PD Policy Section 300. This ammunition is used exclusively by SWAT Team members assigned to the long-rifle/observer team for very specific use cases where ballistic barrier penetration is required.	
Training Required: SWAT Team members authorized to use this ammunition must train and qualify with it.	
Other Notes: None.	



Shotguns & Munitions

Equipment Name: Remington Model 870 Less-Than-Lethal Shotgun	
Quantity Owned/Sought: 32 Owned	**Lifespan:** Unknown
Equipment Capabilities: Capable of firing “less-than-lethal” 12 gauge bean bag rounds	
Manufactured Product Description: The Model 870 is a pump-action shotgun design that has been around for more than half a century. The receiver is machined from a solid block of American steel and its pump-action makes it the smoothest, most reliable shotgun on the market	
Purpose/Authorized Uses: Purpose/Authorized Uses: The less-than-lethal shotguns provide alternative levels of force to overcome resistance when reasonably necessary in accordance with policy and law.	
Fiscal Impacts: The shotguns were originally purchased between 1988 and 2005. Financial records of these purchases are not available. In 2015, approximately $1800 was spent to refit the shotguns with colored stocks and fore grips to better identify them as less-than-lethal devices. The current cost of a Remington shotgun is approximately $500. Maintenance costs are approximately $100 annually for cleaning supplies and parts. The bean bag ammunition costs approximately $35.50 for a box of five rounds.	
Annual Maintenance: $100, General Fund	
Personnel Cost: Approximately $22,000. This cost reflects a year of required training for personnel authorized to deploy a less lethal shotgun.	
Legal/Procedural Rules Governing Use: All use of force application is governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have been trained and have passed a qualification course on the shotguns may deploy them. Officers receive initial training upon hire and at least every two years thereafter.	
Other Notes: None.	



Equipment Name: CTS Super-Sock Bean Bag Impact Munitions	
Quantity Owned/Sought: Up to 500 owned	**Lifespan:** Unknown
Equipment Capabilities: Bean bag ammunition capable of being fired from a 12-gauge shotgun.	
Manufactured Product Description: The Model 2581 Super-Sock delivers unprecedented accuracy and consistent terminal impact characteristics at close-in and extended ranges, thanks to the flexible tubular material bag specially developed for this unique less than lethal round. Super-Sock is a safer and more effective round due to its accuracy and consistent transfer of kinetic energy to the target. Unlike traditional flat bags, no "unfolding" is necessary. Super-Sock is correctly deployed as soon as it exits the muzzle. No frisbee or windsurfing effects. No hitting the target folded or sideways. When deployed, the super-sock presents a consistent aerodynamic shape every time, delivering consistent and predictable terminal performance. Fits cylinder and improved cylinder 12ga shotguns chambered for 2.75" & 3" cartridges.	
Purpose/Authorized Uses: The bean bag rounds provide alternative levels of force to overcome resistance when reasonably necessary in accordance with policy and law.	
Fiscal Impacts: The ammunition costs $37.50 for a box of five rounds	
Annual Maintenance: N/A	
Personnel Cost: Cost shown above with shotgun	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308	
Training Required: Only officers who have been trained and have passed a qualification course with the beanbag ammunition may deploy them. Officers receive initial training upon hire and at least every two years thereafter.	
Other Notes: None.	

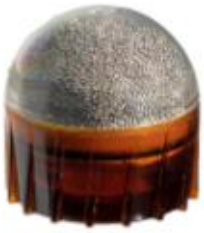


Launcher & Munitions

Equipment Name: FN 303 Less-Than-Lethal Launcher	
Quantity Owned/Sought: 5 Owned	**Lifespan:** Unknown
Equipment Capabilities: Capable of launching .68 caliber impact, marking and pava projectiles.	
Manufactured Product Description: The FN 303 is a less lethal technology that bridges the gap between firearms and traditional impact, chemical and electro-muscular disruption devices. This launcher is constructed from durable lightweight polymer with comfortable ergonomics and easy to operate safely. It is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload and the number of projectiles remaining.	
Purpose/Authorized Uses: The less-than-lethal shotguns provide alternative levels of force to overcome resistance when reasonably necessary in accordance with policy and law.	
Fiscal Impacts: The FN 303 launchers were initially purchased in 2018 at a cost of $57,000. $12,000 of the original purchase was made with COPS grant funding. Projectiles cost between $865 and $1,054 per 150 rounds. Most projectiles purchased are clear impact rounds.	
Annual Maintenance: $300, General Fund	
Personnel Cost: Approximately $22,000. This cost reflects a year of required training for personnel authorized to deploy a less lethal shotgun.	
Legal/Procedural Rules Governing Use: All use of force application is governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have been trained and have passed a qualification course on the FN 303 launchers may deploy them. Officers receive initial training upon hire and at least every two years thereafter.	
Other Notes: In January 2025, Pleasanton PD has discontinued the use of the FN303 for patrol use. It is still being used on the East County Tactical Team with the Pava rounds.	



Equipment Name: FN 303 Pava/OC Powder Projectile	
Quantity Owned/Sought: Up to 150 rounds owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Launched from the FN 303, they serve as both an impact round and a chemical agent (OC) delivery system.	
Manufactured Product Description: The FN 303 Pava/OC projectile is intended as an irritant for individual suspects, point-specific targets, or small-area denial. The active ingredient is 0.5% Pava/OC in a powder form for ease of storage, deployment, and clean-up.	
Purpose/Authorized Uses: To deploy against actively resisting suspects as an impact (less-than-lethal) device when the use of chemical agents is also appropriate.	
Fiscal Impacts: Projectiles cost between $865 and $1,054 per 150 rounds.	
Annual Maintenance: None	
Personnel Cost: Listed with the FN303 launcher	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: All officers receive initial training on the FN 303 upon hire and updated training at minimum every two years.	
Other Notes: None.	



PAVA/OC Powder

This projectile is intended as an irritant for individual suspects, point-specific targets or small-area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment and clean-up.

Equipment Name: Penn Arms 40mm Single Launcher	
Quantity Owned/Sought: 28 Owned	**Lifespan:** Approximately 15 years
Equipment Capabilities: Launches a single 40mm projectile, can be loaded with various types of projectiles.	
Manufactured Product Description: Single-shot, light weight, small, and operationally versatile less lethal munition delivery device.	
Purpose/Authorized Uses: The 40mm launchers can be used as a less-than-lethal impact device or as a chemical agent delivery system. They can deliver chemical agents from a safe distance. The launchers may only be deployed by officers who have been trained on their use. Use for chemical agent deployment must comply with Department Policy. The devices are currently restricted to use by members of the SWAT Team.	
Fiscal Impacts: Two launchers were initially purchased in 2018 for $6,250. This cost included an initial supply of projectiles. There is no maintenance cost except for ammunition which is listed in a separate section of this document. In 2023, 24 were purchased for approximately $30,500.	
Annual Maintenance: None	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Officers must be trained on use of the launchers by a certified instructor.	
Other Notes: None.	



Equipment Name: Penn Arms 40mm Multi-Launcher	
Quantity Owned/Sought: 2 owned	**Lifespan:** Approximately 15 years
Equipment Capabilities: Launches 40mm projectiles, can be loaded with six rounds and with various types of projectiles.	
Manufactured Product Description: The Model P540-1CER Launcher is a multi-shot, PUMP launcher with a six-shot capacity. It is designed to deliver less lethal munitions.	
Purpose/Authorized Uses: The 40mm launchers can be used as a less-than-lethal impact device and stored in patrol supervisor vehicles. This is intended for patrol purposes by trained personnel. They can also deliver chemical agents. Use for chemical agent deployment must comply with Department Policy and are currently restricted to use by members of the SWAT Team.	
Fiscal Impacts: The initial purchases of the launchers will be approximately $6,500.	
Annual Maintenance: None	
Personnel Cost: Unknown currently.	
Legal/Procedural Rules Governing Use: All use of force application is governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Officers must be trained in the use of the launchers by a certified instructor.	
Other Notes: None.	



Equipment Name: CTS 4557 Impact Sponge Round (first purchased in 2023)	
Quantity Owned/Sought: Up to 500 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Can launch a sponge baton munition from 50 meters.	
Manufactured Product Description: The 40mm sponge baton is a spin-stabilized projectile delivering blunt trauma effect with an effective range of 50 Meters. Launched from a 40mm platform, the munitions travel at a velocity of 240-260 ft./sec and weigh 105 grams.	
Purpose/Authorized Uses: It is intended to be used as a less-than lethal option similar to a baton, bean bag shotgun, etc	
Fiscal Impacts: Approximately $27-30 per round	
Annual Maintenance: None	
Personnel Cost: None	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have received training from a certified instructor are authorized to use this device. The 40mm sponge baton impact munition can be used by authorized sworn personnel.	
Other Notes: None.	



Equipment Name: Defense Technology Exact Impact 40mm round	
Quantity Owned/Sought: Up to 500 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Can launch a sponge baton munition from 50 meters.	
Manufactured Product Description: The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin stabilized via the incorporated rifling collar and the 40 mm launcher's rifled barrel. The round utilizes smokeless powder as the propellant, and, therefore, have velocities that are extremely consistent. Used for Crowd Control, Patrol, and Tactical Applications.	
Purpose/Authorized Uses: It is intended to be used as a less-than lethal option similar to a baton, bean bag shotgun, etc	
Fiscal Impacts: Munitions are to be included in the initial purchase price.	
Annual Maintenance: Approximately $27-30 per round	
Personnel Cost: None	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have received training from a certified instructor are authorized to use this device. The 40mm sponge baton impact munition can be used by authorized sworn personnel.	
Other Notes: None.	



Equipment Name: Defense Technology 40mm CS Liquid Barricade Penetrating Ferret (Model 2262)	
Quantity Owned/Sought: Up to 300 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Delivers 27 grams of CS gas and can be launched from 50 yards away.	
Manufactured Product Description: The Ferret 40mm round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices were included in the purchase of the 40mm launchers in 2018. They cost $25 each.	
Annual Maintenance: $1,100, General Fund	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	



Equipment Name: Defense technology 40mm Aerial Warning/Signaling Munition, 50 meters	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Can launch a munition from 50 meters away.	
Manufactured Product Description: The 40mm Aerial Warning/Signaling Munition, 50 meters, deflagrates at a set distance of 50 meters to deliver 170 dB of sound and 5 million candelas of light, noticeable in day or night conditions. This device is similar to a flash bang with aerial capabilities.	
Purpose/Authorized Uses: It is intended to be used in situations in outdoor settings to provide a warning or distraction.	
Fiscal Impacts: $1500/ 40 rounds purchased in 2021	
Annual Maintenance: None	
Personnel Cost: None	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308.	
Training Required: Only officers who have received training from a certified instructor are authorized to use this device. The 40mm Aerial Warning/Signaling munition can be used by authorized sworn personnel.	
Other Notes: None.	

Similar round as the 50 meters image was not available.



Distraction Devices

Equipment Name: Combined Tactical Systems Model 7290 Single Flash Bang	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Causes a noise and flash distraction.	
Manufactured Product Description: The CTS 7290 is the standard for diversionary devices. It produces a 165-180db and 6-8 million candelas of light output. The patented design of the 7290, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface, in addition, internal adjustments have greatly reduced smoke output	
Purpose/Authorized Uses: To provide a distraction during high-risk events such as forcibly entering a structure during a high-risk apprehension.	
Fiscal Impacts: The cost of the devices is $51 plus tax and shipping and are ordered in cases of 12.	
Annual Maintenance: $1,300, General Fund	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: ATF regulations govern the use and storage of the devices. Their use is currently limited to trained members of the SWAT Team or former members who have been trained on their use. Following best practices, these are deployed to exterior locations where the deployment area is visible by the officer. Only under extremely exigent circumstances would they be used in an interior setting.	
Training Required: Only officers who have received training from a certified instructor may use these devices. SWAT Team members receive refresher training at least annually.	
Other Notes: None.	



Equipment Name: Combined Tactical Systems Model 7290M Single Flash Bang	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Causes a noise and flash distraction.	
Manufactured Product Description: The CTS 7290M is a smaller and lighter version of the 7290 CTS flash-bang. It is 30% lighter but still has the 180db output and produces 6-8 million candela of light. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if the top or bottom of the device should be in contact with a hard surface.	
Purpose/Authorized Uses: To provide a distraction during high-risk events such as forcibly entering a structure during a high-risk apprehension.	
Fiscal Impacts: The cost of the devices is $51 plus tax and shipping and are ordered in cases of 12.	
Annual Maintenance: $1,300, General Fund	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: ATF regulations govern the use and storage of the devices. Their use is currently limited to trained members of the SWAT Team or former members who have been trained on their use. Following best practices, these are deployed to exterior locations where the deployment area is visible by the officer. Only under extremely exigent circumstances would they be used in an interior setting.	
Training Required: Only officers who have received training from a certified instructor may use these devices. SWAT Team members receive refresher training at least annually.	
Other Notes: None.	



Equipment Name: Combined Tactical Systems Model 7290-9 Nine Count Distraction Device	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Hand thrown devices deploy a series of nine consecutive distractions of sound and light.	
Manufactured Product Description: The CTS 7290-9 is a patented multi-bang featuring top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS superior fuse components with the patented and US Army adopted Confidence Clip and pin shroud.	
Purpose/Authorized Uses: To provide a distraction during high-risk events such as forcibly entering a structure during a high-risk apprehension when a sustained distraction is necessary.	
Fiscal Impacts: The devices cost approximately $180 each and are sold in quantities of 12.	
Annual Maintenance: $2,200, General Fund	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: ATF regulations govern the use and storage of the devices. Their use is currently limited to trained members of the SWAT Team or former members who have been trained on their use. Following best practices, these are deployed to exterior locations where the deployment area is visible by the officer. Only under extremely exigent circumstances would they be used in an interior setting.	
Training Required: Only officers who have received training from a certified instructor may use these devices. SWAT Team members receive refresher training at least annually.	
Other Notes: None.	



Chemical Agent & Smoke Canisters

Equipment Name: Defense Technology CS Spede-Heat Grenade (Model 1072)	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Discharges 2.9 ounces of CS gas for 20-40 seconds.	
Manufactured Product Description: The Spede-Heat Continuous Discharge Chemical Grenade is a high volume, continuous burn and expels its payload in approximately 20-40 seconds. The payload is discharged through four gas ports on top of the canister, three on the side and one on the bottom. The launchable grenade is 6.12" by 2.62" and holds approximately 2.9 oz. of active agent	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost $37 each and are sold in quantities of 12.	
Annual Maintenance: $1000, General Fund	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team.	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	



Equipment Name: Defense Technology Flameless Expulsion CS Grenade (Model 2042)	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Deploys CS gas without outputting excessive heat.	
Manufactured Product Description: The CS Flameless Expulsion Grenade is a compact, non-pyrotechnic, chemical agent device that provides safe expulsion without risk of fire. It is safe to use inside of a residence. Unlike pyrotechnic grenades, this device's contents are expelled upon actuation of a CO2 cartridge that will affect a confined area of approximately 1500 square feet. This grenade is 7.5" by 1.65" and delivers approximately .16 oz. of active agent during its 3-second discharge 'me.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost $51 each and are sold in quantities of 12.	
Annual Maintenance: $1,300, General Fund	
Personnel Cost: Approximately $7,500. This cost reflects a year of required training for personnel assigned to the SWAT Team	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Seconds 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	



Equipment Name: Defense Technology Aerosol OC Vapor Grenade (Model 1056)	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Deploys OC (pepper spray) vapor in a mist	
Manufactured Product Description: The OC Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) in a powerful mist. The grenade is designed for indoor use in confined areas and once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning situation. The incapacitation effect of the OC Vapor on the subject is dramatic yet requires minimal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC Vapor Aerosol Grenade is ideal for cell extractions or barricaded situations where use of a pyrotechnic, powder or liquid device is not practical or desired.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost $60 each and are sold in quantities of 12.	
Annual Maintenance: $720, General Fund	
Personnel Cost: N/A. None in inventory	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	



Equipment Name: Defense technology CS Pocket Tactical (Model 1016)	
Quantity Owned/Sought: Up to 50 owned	**Lifespan:** Approximately 5 years
Equipment Capabilities: Deploys .9 ounces of CS gas for 20-40 seconds	
Manufactured Product Description: The CS Pocket Tactical Grenade is small and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75" by 1.4" in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.	
Purpose/Authorized Uses: To deploy chemical agents to encourage a suspect to surrender or disperse.	
Fiscal Impacts: The devices cost $35 each and are sold in quantities of 12.	
Annual Maintenance: $420, General Fund	
Personnel Cost: N/A. None in inventory	
Legal/Procedural Rules Governing Use: All use of force applications are governed by state law (including Penal Code section 13652) and Pleasanton PD Policy Sections 300 and 308. All chemical agent deployments except handheld pepper spray and FN 303 deployments require a chemical agents plan approved by a commander. Only trained members of the SWAT Team may deploy chemical agents.	
Training Required: Only officers who have received training on this device from a certified chemical agents instructor are authorized to use it.	
Other Notes: None.	



Additional Military Equipment Requested:

Equipment Name: DJI Matrice 4T and DJI Avata 2 Drones - Unmanned Aerial Systems (UAS), Unmanned Aerial Vehicles (UAV)	
Quantity Owned: 3 DJI Matrice 4T and 1 DJI Avata 2 Requested	**Lifespan: 5-7 years**
Equipment Capabilities: The drones will be managed through DroneSense, a U.S.-based fleet management platform. DroneSense provides a public-facing transparency portal and securely records flight data for record and evidence management.	
Manufactured Product Description: The DJI Matrice 4T is a specialized, compact enterprise drone tailored for law enforcement, public safety, and search and rescue, featuring a four-sensor payload (thermal, 7x tele, medium tele, wide) for rapid deployment and intelligent 1,800m laser rangefinder tracking. It boasts 49-minute flight times, AI object detection, and high-res night vision, ideal for surveillance and situational awareness. The DJI Avata 2 is a compact, durable FPV drone designed for law enforcement, specializing in indoor building clearance, high-risk reconnaissance, and confined search-and-rescue operations. Its built-in propeller guards, 4K/60fps video, and 23-minute flight time allow for safe, close-quarters navigation.	
Purpose/Authorized Uses: These remotely operated, non-weaponized drones would provide real-time aerial video to officers and command staff to enhance situational awareness and reduce risk to personnel during elevated-risk incidents, searches for missing or at-risk persons, disaster response, large outdoor incidents, and crime or collision scene documentation. If approved, the drones would be operated only by trained personnel in compliance with Federal Aviation Administration regulations, applicable state law, and departmental policy, and under the direction of a supervisor or incident commander. The Chief of Police may authorize use at community events, city-sponsored events, or to assist other City Departments such as the Fire Department, EOC, Streets, and Building department.	
Fiscal Impacts: Approximately $50,000 Initial cost, PD will pay for this through internal funding sources	
Annual Maintenance: Approximately $15,000	
Personnel Cost: Approximately $20,000 initial training cost for 1 supervisor, 6 operators through the PD training budget.	
Legal/Procedural Rules Governing Use: The drones would be operated only by trained personnel in compliance with Federal Aviation Administration regulations, applicable state law, and departmental policy, and under the direction of a supervisor or incident commander	
Training Required: Drone operators must complete at a minimum: FAA 107 Ground School, UAS Basic Pilots Course, and UAS Night Operations which are courses supported by California POST standards. On-going monthly training costs are anticipated to be absorbed in staff time similar to other specialized units within the department.	

DJI Matrice 4T



DJI Avata 2



Internal Audit

The Pleasanton Police Department is committed to providing information to the community in compliance with Assembly Bill 481. To ensure accountability and transparency, Department personnel conduct regular audits of military equipment to verify functionality, maintain accurate inventory records, and confirm proper assignments to authorized personnel. During the reporting period, all military equipment, including firearms, less-lethal launchers, diversionary devices, chemical agents, and specialty ammunition, was fully accounted for.

Training Costs

The use of certain military equipment and related specialized tactics involves perishable skills that require ongoing training to maintain proficiency. The Department conducts continuous training through its Personnel and Training Unit, as well as through specialized teams such as the Crisis Negotiation Team and SWAT.

In addition to internal training, officers benefit significantly from participating in external training courses. These courses provide structured curricula and practical exercises designed to enhance knowledge, refine tactical skills, and expand operational capabilities. The specific courses attended by personnel may vary from year to year based on operational needs and emerging best practices. All training activities are funded through the Department's existing police training budget.

Storage Costs

All military equipment identified in this report is stored at police department or City-owned facilities. There are no third-party storage arrangements or associated storage costs.

Conclusion

As outlined in this report, the Pleasanton Police Department utilizes various types of military equipment to protect life, prevent crime, and enhance the quality of life for all community members. In accordance with Assembly Bill 481, the Department is committed to transparency regarding the funding, acquisition, and use of military equipment by Department personnel.

The Department strongly encourages community participation in local government decisions related to the funding, acquisition, and use of such equipment. When evaluating these decisions, the Pleasanton Police Department carefully considers public welfare, safety, civil rights, and civil liberties.

Members of the public may submit a complaint regarding the Department's use of military equipment in person, by telephone, by email, or through other established reporting methods.

Upon receipt, complaints are forwarded to the Department's Internal Affairs Unit for review in accordance with established policies and procedures.

CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Engineering Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO A SUBDIVISION IMPROVEMENT AGREEMENT WITH KL LB PROPCO IV-C LLC FOR TRACT 8724 AND ADOPT A RESOLUTION OF SUMMARY VACATION FOR EXCESS PUBLIC RIGHT OF WAY LOCATED ON THE EAST SIDE OF THIESSEN STREET

SUMMARY

TH Vineyard LLC (Trumark Homes), acting as the representative for property owner KL LB PROPCO IV-C LLC, processed a development application for 27 single-family homes, a private park with public access, and an open space parcel on an undeveloped former Pleasanton Unified School District (District) site located on Vineyard Avenue between Thiessen Street and Manoir Lane. The 10.3-acre property was originally intended for an elementary school and was later declared surplus by the District and sold.

The proposed development includes detached single-family homes on spacious lots. The internal roads will be privately maintained by a homeowner's association (HOA), along with a private park that abuts Old Vineyard Avenue and a public trail. The open space parcel that abuts Vineyard Avenue will be planted as a vineyard and maintained by the HOA. The storm drain system will be privately maintained, while the public water and sanitary sewer networks will be maintained by the City.

The property owner has requested that the City vacate a narrow portion of public right-of-way located on the east side of Thiessen Street, where a school drop-off zone was originally planned. This right-of-way was granted to the City when Thiessen Street was improved and is no longer needed. The surplus right-of-way will be merged with the rear yards of the adjacent homes.

Staff reviewed the Subdivision Improvement Agreement (Attachment 1), Final Map (Attachment 2), Resolution of Summary Vacation for Right of Way (Attachment 4), and Subdivision Improvement Plans (Attachment 5), and determined the documents are in substantial conformance with the entitlement approval. Staff therefore recommends approval of these documents. See Attachment 3 for the vicinity map.

RECOMMENDATION

1. Authorize the City Manager to execute the Subdivision Improvement Agreement with KL LB PROPCO IV-C LLC (Attachment 1).
2. Authorize the City Engineer to approve the Final Map Tract 8724 (Attachment 2).
3. Approve the Resolution of Summary Vacation for Right of Way (Attachment 4) to be vacated.
4. Authorize the City Engineer to approve the Subdivision Improvement Plans for Tract 8724 (Attachment 5).

5. Authorize the City Clerk to record the final map with the Alameda County Clerk-Recorder, including the acceptance of a Public Service Easement for utility services, a Public Access Easement for park access, a Water Line Easement, and an Emergency Vehicle Access Easement, all as offered for dedication to the City on the final map.

BACKGROUND

TH Vineyard LLC, on behalf of KL LB PROPCO IV-C LLC, processed a Design Review Approval and Vesting Tentative Map 8724 pursuant to the application filed as P24-0596 for the 10.3-acre property located on Vineyard Avenue between Thiessen Street and Manoir Lane. Public hearings were conducted as follows.

COUNCIL ACTION

On February 18, 2025, the City Council adopted Resolution No. 2025-007 amending the Housing Element and Land Use Element of the General Plan to allow the required 3-acre park/open space to be split into more than one area of the site (Application P24-0720).

ADMINISTRATIVE ACTION

On March 18, 2025, the Zoning Administrator found the Housing Element Program Environmental Impact Report (EIR) adequate to serve as the environmental document for the application.

COMMISSION ACTION

On March 26, 2025, the Planning Commission adopted Resolution No. PC-2025-06 finding the project compliant with the California Environmental Quality Act (CEQA), making tentative map findings, and approving Vesting Tentative Map 8724 subject to conditions of approval.
On July 9, 2025, the Planning Commission adopted Resolution No. PC-2025-14 amending Vesting Tentative Map 8724 to split the required 3-acre park/open space into a 0.65 park at the rear of the site and a 2.35 open space at the front of the property.

DISCUSSION

Approval of the final map for Tract 8724, where the map substantially complies with the conditions of approval for the vesting tentative map, is a ministerial act of the City Council under California Government Code Section 66474.1. The developer provided surety bonds in conformance with California Government Code Section 66499. Submitted surety bonds assure both the developer's performance and payment for labor and materials. The Subdivision Improvement Agreement also requires the developer to guarantee the completed improvements for a period of one year.

The storm drainage network, private roads, and common areas will be privately owned and managed by an HOA. The onsite sanitary sewer network will be public and maintained by the City. A public water main will extend into the subdivision to serve individual meters at each home. The private road will accommodate emergency vehicle access and provide space for utilities (electricity, gas, and telecommunication services).

California Streets and Highways Code §8330 et seq. prescribes the process to be used by the City to vacate the narrow portion of public right-of-way located along the east side of Thiessen Street. This process requires the City to provide formal notice to parties that may benefit from

the right-of-way, including utility purveyors operating within Pleasanton, such as PG&E, AT&T, Comcast, and others. When a right-of-way is not used for its intended purpose, state law allows a simplified “summary” vacation process. The right-of-way beneficiaries have the right to protest the planned vacation.

Staff provided formal notice to each potential right-of-way beneficiary requesting confirmation of any objection to the proposed vacation. No objections were received within the prescribed response period. The City Council, as a legislative body, has been granted the authority to summarily vacate the right-of-way that is no longer necessary or relevant.

Adoption of a Resolution of Summary Vacation for Right of Way (Attachment 4), together with the recordation of Tract Map 8724, effectuates the modification of the right-of-way.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

On March 18, 2025, the Zoning Administrator determined that the 2023-2031 (6th Cycle) Housing Element Update Program Environmental Impact Report, pursuant to CEQA Guidelines Section 15183 Consistency Checklist for the project, was adequate to serve as the environmental document for this project and satisfied all the requirements of CEQA.

EQUITY AND SUSTAINABILITY

Not applicable, as this item is an administrative matter of City business.

OUTREACH

Approval of the development application involved public hearings before the Zoning Administrator, Planning Commission, and City Council. Condition of Approval 25 of Resolution No. PC-2025-14 requires the subdivider to notify neighbors within 300 feet of the project site of the construction schedule.

Notification letters were sent to right-of-way beneficiaries as required by California Streets and Highways Code §8335(b)(5). No beneficiary submitted an objection to the proposed right-of-way vacation.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton strategic goal of *Building a Community Where Everyone Belongs.*

FISCAL IMPACT

This development is expected to generate the approximate revenue from impact fees:

Impact Fee	Subtotal
Capital Facilities Fee	$549,800
Transportation Development Fee	$312,600
Agricultural Mitigation Fee	$335,100
Tri-Valley Transportation Development Fee	$194,300
Affordable Housing Fee	$1,523,700
Total	**$2,915,500**

Prepared by:	Submitted by:	Approved by:
Michael Stella, Senior Civil Engineer	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Subdivision Improvement Agreement
2. Final Map Tract 8724
3. Vicinity Map Tract 8724
4. Resolution of Summary Vacation for Right-of-Way
5. Subdivision Improvement Plans Tract 8724

RECORDING REQUESTED BY:

City of Pleasanton

AND WHEN RECORDED MAIL TO:

City of Pleasanton
Attention: City Clerk
P.O. Box 520
Pleasanton, CA 94566

Space Above This Line For Recorder's Use Only

MAIL TAX STATEMENTS TO:

City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $0.00
DOCUMENTARY TRANSFER TAX $0.00
SURVEY MONUMENT FEE $0.00
R&T Code 11911; Consideration is less than $100

APN: 941-4619-1

Recording requested pursuant to California Government Code Sections §27383 & 6103 (No Fee; Government Agency)

SUBDIVISION IMPROVEMENT AGREEMENT

VESTING TENTATIVE MAP 8724
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

THIS IMPROVEMENT AGREEMENT (the "Agreement") is made and entered at Pleasanton, California, this _____ day of _____, 2026 ("Effective Date"), by and between KL LB PROPCO IV-C LLC, a Delaware Limited Liability Company, (the "Subdivider") and the CITY OF PLEASANTON, a municipal corporation (the "City"), and TH VINEYARD LLC, a California Limited Liability Company ("Contractor").

RECITALS

WHEREAS, Subdivider has an approved tentative map for 8724 ("VTM") at 0 Vineyard Avenue (Assessor Parcel No(s). 941-4619-1 ("Project Site") for the development project known as the 0 Vineyard Avenue ("Project"), lying within the boundaries of the City; duly approved by the Planning Commission with Conditions of Approval on July 9 2025, as further set forth in Application P24-0596, Resolution No. PC-2025-14 and the other Project materials on file in connection therewith (collectively, the "Project Plans"); and

WHEREAS, said VTM and the related subdivision of land to be effectuated thereby designates certain subdivision improvements to be made by Contractor on behalf of Subdivider as set forth in this Agreement; and

WHEREAS, on behalf of Subdivider, Contractor intends to satisfactorily complete the improvements within the time hereafter specified, and City intends to accept Subdivider's offer(s) of dedication of the improvements in consideration for Subdivider's satisfactory performance of the terms and conditions of this Agreement;

WHEREAS, as a condition precedent to accepting improvements by Subdivider, City requires the improvements to be constructed at Subdivider's sole expense (subject to applicable fee credit/reimbursement, if any) while providing certain security for the City on behalf of the public to ensure construction of same by Contractor.

AGREEMENT

NOW, THEREFORE, the City and Subdivider hereby agree that the aforementioned recitals are true and correct and incorporated herein by reference, and in consideration of the faithful performance of the promises, terms, conditions and covenants set forth herein by Subdivider, the parties hereto agree as follows:

1. Time of Essence. Time is of the essence in the performance of this Agreement. The work and improvements required by this Agreement to be completed by Subdivider shall be completed within two (2) years from the date this Agreement is executed, subject to any extension(s) granted pursuant to the terms hereunder.

2. Improvements. Subdivider will do or cause to be done and performed by Contractor the following described work of improvements pursuant to the Project Plans and Project bond estimates entitled:

a. Tract 8724 – 0 Vineyard Avenue improvement plans dated _____, _____ and subsequent revisions to plans prepared by CBG Engineers, approved by the City Engineer; and
b. Engineer's Bond Estimate In-Tract Improvements dated October 2, 2025 (2 sheets), see Exhibit A.

3. Inspection and Acceptance. In order to permit the City to inspect the work, Contractor shall provide to the City proper and safe access to the project site at all times. City shall inspect all of said Improvements within thirty (30) days upon completion of the Improvements through an inspector employed by City at the cost and expense of Subdivider, and Subdivider shall pay City the cost of such inspection as fixed by Ordinance.

The City Engineer has tentatively fixed the permit, plan check, and inspection costs due upon execution of this Agreement as follows:

$41.00 (permit)
$174,459.60 (plan check)
$232,766.80 (inspection)
$407,226.40 (total)*

*See Pleasanton Permit B25-2315 and E25-0480

4. Soils Report. Subdivider shall provide a preliminary soils report as required by Section 66490 of the Government Code. Said data shall be compiled by a qualified soils testing engineer without expense

to the City. Said information contained in letters and reports within Design Level Geotechnical Investigation Report, APN #946-4619-001, Vineyard Avenue Pleasanton, California, by Aftershock Geotechnical dated April 16, 2025.

5. Plans. All of said Improvements shall be done and materials furnished in strict accordance with the approved plans for said tract filed with the City Engineer, and in accordance with the standard specifications and details of the City of Pleasanton. It is further understood that the Improvements and materials shall be under the supervision of the City Engineer, and performed and installed to the City Engineer's satisfaction.

6. Related Contracts and Proceedings. Any prior contracts between City and Subdivider or between City and Contractor and any prior approvals by Boards, Commissions or Council of City shall not be affected by the provisions of this Agreement unless specific modification is set forth herein.

7. Bonds Required. The total estimated cost of the Improvements is: $4,214,000 (see Exhibit A for details)

Concurrently with the execution of this Agreement, on behalf of Subdivider Contractor shall furnish the CITY with the following security in a form satisfactory to the City Attorney:

a. Faithful Performance. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in this Section 7 and sufficient to assure CITY that the Improvements will be satisfactorily completed (the "Faithful Performance Bond"). The City shall release the Faithful Performance Bond no later than forty-five (45) days after the recordation of the Notice of Completion (California Civil Code §8182) for the Improvements or ninety (90) days if no Notice of Completion is recorded.

b. Labor and Materials. Either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to one hundred percent (100%) of the estimate set forth in this Section 7 and sufficient to assure City that Subdivider's contractors, subcontractors, and other persons furnishing labor, materials or equipment shall be paid therefor (the "Labor and Materials Bond"). The City shall release the Labor and Materials Bond no later than forty-five (45) days after the recordation of the Notice of Completion for the Improvements or ninety (90) days if no Notice of Completion is recorded.

c. Warranty. Prior to acceptance of the Improvements as complete by the City Engineer, Subdivider shall furnish to City with either a cash deposit, a corporate surety bond issued by a company duly and legally licensed to conduct a general surety business in the State of California, or an instrument of credit equivalent to ten percent (10%) of the estimate set forth in this Section 7 and sufficient to assure CITY that the Improvements will be satisfactorily completed from the date on which the City Engineer accepts the work as complete until one year thereafter (collectively, the "Warranty Bond"). Subdivider shall be liable for defects in workmanship and materials (if any) on all of the Improvements and shall maintain the Warranty Bond required in this subsection.

8. Default. Default by Subdivider shall include, but not be limited to:
   a. Subdivider's failure to timely complete construction of the Improvements;
   b. Subdivider's failure to perform substantial construction work for a period of 6 months after commencement of the work;
   c. Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 calendar days;
   d. The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
   e. Subdivider's failure to perform any other obligation under this Agreement.

9. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section and Section 7, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider or Contractor. The City's right to draw upon or use the security is in addition to any other remedy available to the City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the Improvements and, therefore, the City's damages for Subdivider's or Contractor's default shall be measured by the actual cost of completing the required Improvements. The City may use the sums provided by the securities for the completion of the Improvements in accordance with the plans.

In the event Subdivider or Contractor fails to cure any default under this Agreement within 30 business days after the City mails a notice of such default to Contractor and Contractor's surety with a copy to Subdivider, Contractor authorizes the City to perform the obligation for which Subdivider or Contractor is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Improvements, by contract or by any other method the City deems appropriate, at the expense of Contractor. In such event, the City, without liability for doing so, may complete the Improvements using any of Contractor's materials, appliances, plans, and other property that are at the work site and that are necessary to complete the Improvements.

10. Hold Harmless Agreement. Subdivider hereby agrees to indemnify and shall hold City, its elective and appointive Boards, Commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage for bodily injury, personal injury, including death, as well as from claims from property damage which may arise from Subdivider and Subdivider's contractors', subcontractors', agents', or employees' construction of the Improvements under this Agreement, whether such construction be by Subdivider or by any of Subdivider's contractors, subcontractors, or by any one or more persons directly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive Boards, Commissions, officers, agents and employees from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid construction. In addition to the above:

   a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of any of the insurance policies described herein.

   b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any

of the aforesaid construction covered by this Agreement, regardless of whether or not City has prepared, supplied or approved of, plans or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

11. Insurance. During the term of this Agreement, Subdivider or its Contractor, shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Subdivider, or its Contractor, shall have the obligation to furnish City the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

Subdivider shall provide a Certificate of Insurance and policy endorsements issued to the City of Pleasanton from the Subdivider's insurance carrier showing the coverages and amount of coverage of at least the following amounts:

a. Statutory Workers' Compensation and Employer's Liability Coverage shall be provided in the amount of $1,000,000 each accident or disease. If the Contractor is not the Subdivider, then the Contractor will also provide the City with the said Certificate of Insurance and policy endorsement of statutory Workers' Compensation and Employer's Liability Insurance required herein prior to start of construction of the Improvements.

b. COMMERCIAL GENERAL LIABILITY
Coverage shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 in amounts no less than $2,000,000 Per Occurrence, $4,000,000 General Aggregate, and $2,000,000 Products and Completed Operations Aggregate.

c. AUTOMOBILE LIABILITY
Coverage shall be at least as broad as ISO Business Auto Coverage form CA 00 01 Bodily Injury $2,000,000 Each Accident.

d. The Commercial General Liability and Automobile Liability insurance companies affording coverage to the Subdivider shall be required to add the City of Pleasanton as an "additional insured" under the insurance policy by endorsement for all Improvements performed in accordance with this Agreement. The Commercial General Liability shall be endorsed using ISO form CG 20 10 or CG 20 26 and CG 20 37 (or equivalent).

e. All insurance companies affording coverage to the Subdivider shall be insurance organizations authorized by the Insurance Commissioner of the State of California Department of Insurance to transact business of insurance in the State of California with a Best's rating of not less than A:VII.

f. All insurance companies affording coverage shall provide thirty-day (30) written notice to the City of Pleasanton should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. If a carrier will not provide the required notice of cancellation or policy modification, the Subdivider shall provide written notice to the City of a cancellation or policy modification no later than five (5) business days before cancellation or policy modification.

g. Subdivider shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and the required policy endorsements, in a form satisfactory to the City Attorney, concurrently with the execution of this Agreement.

h. Subdivider shall provide a substitute certificate of insurance and policy endorsements no later than ten (10) days prior to the policy expiration date. Failure by the Subdivider to provide such a substitution and extend the policy expiration date shall be considered a default by Subdivider and may subject the Subdivider to a Stop Work Notice until the Subdivider has cured the default.

i. Subdivider's Commercial General Liability insurance shall allow and be endorsed primary as respect to the City, its officers, employees and volunteers and not seek contribution from the City's coverage.

j. Maintenance of insurance by the Subdivider as specified in this Agreement shall in no way be interpreted as relieving the Subdivider of any responsibility whatever and the Subdivider may carry, at its own expense, such additional insurance as it deems necessary.

k. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from Work performed by the Subdivider. All coverages required under this Agreement shall be endorsed with a waiver of subrogation endorsement.

l. The insurer shall provide the amount of self-insured retention and City shall have the right to deny insurance coverage if it deems the self-insured retention exceeds reasonable deduction.

12. Streets. Use of any or all streets and improvements provided by Section 2 shall, at all times prior to the final acceptance of said tract by the City, be at the sole and exclusive risk of Subdivider. Issuance of any Occupancy Permits by City for a dwelling within the tract, at any state of development, shall not be construed to be an acceptance of improvements, or a final acceptance of said improvements.

13. Street Lights. City shall, upon acceptance of improvements, transfer utility billing for street lights to be owned and maintained by the City from Subdivider to City by managing the transfer with the power company. Said street lights shall be installed according to adopted City standards are shall satisfy the requirements of the power company for billing at standard rates for customer-owned street and highway lighting.

14. Attorneys' Fees. The prevailing party in any action or suit for the enforcement of rights under this Agreement, shall be entitled to payment of its reasonable attorneys' fees, expert witness fees, and costs, in addition to any other relief to which it may be entitled. If the City is the prevailing party, the City shall also be entitled to recover its attorney's fees and costs in any action against Subdivider's surety on the bonds provided under Section 7 of this Agreement.

15. Non-Discrimination. The City, Subdivider, and Contractor shall comply with all provisions and requirements of federal, State, and local non-discrimination laws, regulations and policies. During the performance of this Agreement, the parties shall not discriminate against any employee, client, or any

other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

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

17. Notices. All notices herein required shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid, or email. Notices required to be given to City shall be addressed as follows:

City Clerk
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566
pleasantoncityclerk@cityofpleasantonca.gov

Notices required to be given to Subdivider shall be addressed as follows:

KL LB PROPCO IV-C LLC
c/o KL Servicers LLC
Cynthia Aguirre
Associate
6900 E. Camelback Road, Suite 800
Scottsdale, AZ 85251
cynthia.aguirre@klservicers.com

With a copy to Contractor:

TH Vineyard LLC
c/o Trumark Properties LLC
3001 Bishop Drive, Suite 100
San Ramon, California 94583
Attention: Legal Department
Email: legal.notices@trumarkco.com

Notices required to be given to the surety of Subdivider shall be addressed as follows:

Christina Gharibian
Assistant Vice President – Contract Surety
Philadelphia Indemnity Insurance Company
283 S. Lake Ave, Suite 160
Pasadena, CA 91101

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

18. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Assignment. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed.

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

21. Binding on Land and Successors. All covenants, promises and agreements contained in this Agreement shall pertain to and do hereby expressly run with the land controlled by Subdivider and described herein. This Agreement shall bind and inure to the parties hereto, including heirs, assigns, executors, administrators, and all other parties whether they succeed by operation of law or voluntary acts of Subdivider. Signatures and execution of all parties shall be acknowledged before a notary public. The City shall file and record this agreement with the Recorder of Alameda County.

The parties hereto affix their signatures to this Agreement as of the date and year first written above.

CITY OF PLEASANTON

_____
Gerry Beaudin, City Manager

SUBDIVIDER:
KL LB PROPCO IV-C LLC, a Delaware limited liability company

By: _____
Signature

Ed Hadley
Print name

Title: Authorized Signatory

STATE OF ARIZONA)

COUNTY OF MARICOPA)

I, Julie Gillett, a Notary Public in and for the County and State aforesaid, do hereby certify that Ed Hadley, Authorized Signatory of **KL LB PROPCO IV-C LLC**, personally appeared before me this day and acknowledged that due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and seal the 13th day of February, 2026.

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635441
Expires August 05, 2026

Notary Public

My Commission Expires: 08/05/2026

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

[If Subdivider is a corporation, signatures must comply with California Corporations Code §313]

By: _____
Signature

_____
Print name

Title: _____

CONTRACTOR:

TH VINEYARD, LLC,
a California limited liability company

By: Anna Sloes
Name: Anna Sloes
Title: Authorized Signatory

Rev. 8-25

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On February 20, 2026 before me, Milana Salieva, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MILANA SALIEVA
Notary Public - California
Contra Costa County
Commission # 2525449
My Comm. Expires Jun 29, 2029

Signature Milana Salieva (Seal)

ENGINEER'S BOND ESTIMATE
0 VINEYARD AVENUE
IN-TRACT IMPROVEMENTS
PLEASANTON, CALIFORNIA

November 26, 2025
Job No.: 3876-000

Item	Description	Quantity	Unit	Price	Amount
	ROUGH GRADING				
1	Mobilization	1	LS	$ 50,000.00	$ 50,000
2	Clearing and Grubbing	10	AC	$ 2,000.00	$ 20,800
3	Earthwork *(Rough Grading)*	40,300	CY	$ 5.00	$ 201,500
4	Earthwork *(Cut)*	700	CY	$ 50.00	$ 35,000
5	Finished Building Pad Grading	27	EA	$ 2,500.00	$ 67,500
6	Retaining Walls	3,800	LF	$ 65.00	$ 247,000
7	Erosion Control	10	AC	$ 10,000.00	$ 104,000
8	Dirt Management *(Budget- Per Building)*	27	EA	$ 750.00	$ 20,250
	Subtotal Demolition & Grading				$ 746,050
	STREET WORK				
9	3" AC Paving	31,200	SF	$ 2.70	$ 84,240
10	8" Aggregate Base	31,200	SF	$ 2.00	$ 62,400
11	Fine Grading for Streets	49,300	SF	$ 1.00	$ 49,300
12	6" Curb & Gutter *(Including AB Cushion)*	1,800	LF	$ 35.00	$ 63,000
13	Concrete Driveway	28	EA	$ 1,000.00	$ 28,000
14	Curb Ramps	11	EA	$ 2,500.00	$ 27,500
15	Concrete Sidewalk *(With AB Cushion)*	2,620	SF	$ 7.00	$ 18,340
16	Pothole Exisiting Utilites *(Budget)*	1	LS	$ 15,000.00	$ 15,000
17	Traffic Calming *(Budget)*	1	LS	$ 15,000.00	$ 15,000
18	Signing and Striping	1	LS	$ 15,000.00	$ 15,000
19	Street Monuments	4	EA	$ 500.00	$ 2,000
	Subtotal Street Work				$ 379,780
	WATER				
20	8" Domestic Water Main (*Including All Appurtenances*)	870	LF	$ 120.00	$ 104,400
21	Water Service and Meter	27	EA	$ 1,500.00	$ 40,500
22	Irrigation Services *(Park and Vineyard Including All Appurtenances)*	2	EA	$ 1,500.00	$ 3,000
23	Fire Hydrant *(Including All Appurtenances)*	1	EA	$ 5,000.00	$ 5,000
24	Connect to Existing Main *(Thiessen Street and Access Road)*	2	EA	$ 10,000.00	$ 20,000
	Subtotal Water Supply				$ 172,900

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Page 1 of 2

Item	Description	Quantity	Unit		Price		Amount
	STORM DRAIN						
25	Field Inlets	4	EA	$	5,000.00	$	20,000
26	Manholes	9	EA	$	7,500.00	$	67,500
27	Catch Basins	9	EA	$	5,500.00	$	49,500
28	6" Storm Drain Pipe *(HDPE)*	56	LF	$	50.00	$	2,800
29	12" Storm Drain Pipe *(HDPE)*	1,930	LF	$	90.00	$	173,700
30	15" Storm Drain Pipe *(HDPE)*	380	LF	$	105.00	$	39,900
31	36" Storm Drain Pipe *(HDPE)*	10	LF	$	150.00	$	1,500
	Subtotal Storm Drain					$	354,900
	SANITARY SEWER						
32	Manholes	6	EA	$	7,500.00	$	45,000
33	4" Laterals *(Including Cleanout)*	27	EA	$	2,000.00	$	54,000
34	8" PVC Sanitary Sewer Pipe	840	LF	$	90.00	$	75,600
35	Connect to Existing Pipe *(Thiessen Street and Manior Street)*	2	EA	$	10,000.00	$	20,000
	Subtotal Sanitary Sewer					$	194,600
	ELECTRICAL						
36	Joint Trench	1,234	LF	$	350.00	$	431,900
37	Streetlights	11	EA	$	6,000.00	$	66,000
	Subtotal Electrical					$	497,900
	LANDSCAPE						
38	Landscaping & Irrigation	117,400	SF	$	10.00	$	1,174,000
	Subtotal Landscape					$	1,174,000
	WATER QUALITY						
39	Bio-Retention	7,462	SF	$	35.00	$	261,170
40	Underground Detention System	1	LS	$	50,000.00	$	50,000
	Subtotal Water Quality					$	311,170
	SUBTOTAL IN-TRACT IMPROVEMENTS CONSTRUCTION COST					**$**	**3,831,300**
	10% CONTINGENCY					**$**	**383,130**
	TOTAL IN-TRACT IMPROVEMENTS CONSTRUCTION COST *(to the nearest $1,000)*					**$**	**4,214,000**

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Page 2 of 2

TRACT 8724
0 VINEYARD AVENUE

CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

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

FEBRUARY 2026

OWNER'S STATEMENT

THE UNDERSIGNED DO HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY OF THIS FINAL MAP ENTITLED "TRACT 8724 0 VINEYARD AVENUE", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBERS AND PRECISE WIDTH AND LENGTH.

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

1. TO THE CITY OF PLEASANTON ON BEHALF OF THE PUBLIC OVER AND ON THOSE STRIPS OF LAND DESIGNATED WITHIN THE BOUNDARY OF THIS MAP AS: "PSE" (PUBLIC SERVICE EASEMENT) FOR THE PURPOSE 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, 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.
2. TO THE CITY OF PLEASANTON ON BEHALF OF THE PUBLIC OVER AND ON THOSE STRIPS OF LAND DESIGNATED WITHIN THE BOUNDARY OF THIS MAP AS: "PAE" (PUBLIC ACCESS EASEMENT) FOR THE PURPOSE OF ACCESS AND UNENCUMBERED USE, BUT EXCLUDING THE OBLIGATION TO, PERFORM MAINTENANCE, OF A PRIVATE PARK, ACCESS WAYS AND APPURTENANCES. THE OBLIGATION TO PERFORM MAINTENANCE OF THE PRIVATE PARK, ACCESS WAYS, AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8724, 0 VINEYARD AVENUE, MORE PRECISELY DEFINED BY THE DECLARATION OF RESTRICTIONS (CC&RS) GOVERNING SAID TRACT.
3. WE ALSO HEREBY DEDICATE A PERPETUAL NON-EXCLUSIVE EASEMENT FOR EMERGENCY VEHICLE ACCESS (EVAE) FOR EMERGENCY SERVICE VEHICLES, PUBLIC SAFETY PERSONNEL, RELATED EQUIPMENT, AND EMERGENCY RESPONSE ACTIVITIES ON, OVER AND ACROSS.
4. WE ALSO HEREBY DEDICATE AN EASEMENT FOR WATERLINE PURPOSES OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "WLE" (WATERLINE EASEMENT) FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, ACCESS, AND MAINTENANCE OF APPLICABLE WATER LINE STRUCTURES AND RELATED APPURTENANCES THERETO; SAID AREAS OF STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT WATER LINE SYSTEMS AND APPURTENANCES THERETO.

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

AS OWNER: KL LB PROPCO IV-C LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Edward Hadley
NAME: Edward Hadley
TITLE: Authorized Signatory
DATE: 02-24-2026

BY: _____
NAME: _____
TITLE: _____
DATE: _____

OPTIONEE'S STATEMENT

TH VINEYARD LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT MEMORANDUM OF OPTION AGREEMENT RECORDED ON JUNE 25, 2025, AS DOCUMENT NUMBER 2025081143 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

BY: _____
NAME: Tony Bosowski
TITLE: Authorized Agent
DATE: 02/23/2026

OWNER'S ACKNOWLEDGMENT

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

STATE OF ARIZONA } SS.
COUNTY OF MARICOPA }

ON February 24, 2026, BEFORE ME, Julie Gillett, A NOTARY PUBLIC, PERSONALLY APPEARED Edward Hadley, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: Julie Gillett
NAME (PRINT): Julie Gillett
PRINCIPAL COUNTY OF BUSINESS: Maricopa
MY COMMISSION NUMBER: 635441
MY COMMISSION EXPIRES: 08/05/2026

OPTIONEE'S ACKNOWLEDGMENT

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

STATE OF California } SS.
COUNTY OF Contra Costa }

ON February 23rd, 2026, BEFORE ME, Milana Saliera, A NOTARY PUBLIC, PERSONALLY APPEARED Tony Bosowski, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: Milana Saliera
NAME (PRINT): Milana Saliera
PRINCIPAL COUNTY OF BUSINESS: Contra Costa
MY COMMISSION NUMBER: 2525449
MY COMMISSION EXPIRES: 06/29/2029

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRUMARK PROPERTIES, LLC. IN MARCH OF 2025. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2028, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

2/19/2026
DATE

LICENSED LAND SURVEYOR · MARK H. WEHBER · 7960 · STATE OF CALIFORNIA

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

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD, THIS _____ DAY OF _____, 2026, IN BOOK_____
_____ OF MAPS, AT PAGE_____, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

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

BY: _____
DEPUTY COUNTY RECORDER

JOB NO. 3876-000

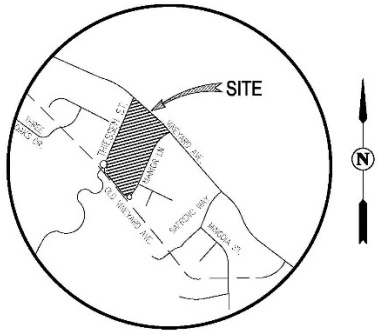
SHEET 1 OF 8

TRACT 8724
0 VINEYARD AVENUE

CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

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WWW.CBANDG.COM

FEBRUARY 2026



VICINITY MAP
NOT TO SCALE

CITY CLERK'S STATEMENT

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 "TRACT 8724 0 VINEYARD AVENUE", CONSISTING OF 8 SHEETS, THIS STATEMENT BEING ON SHEET 2 THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF PLEASANTON AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE ____ DAY OF _____ 2026, 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 OF 8 SHEETS.

PURSUANT TO SECTION 66434 (G) OF THE CALIFORNIA SUBDIVISION MAP ACT, AND CITY COUNCIL RESOLUTION 2026-_____, THE CITY OF PLEASANTON DOES HEREBY ABANDON AND VACATE IN FEE, AND ALL RIGHTS-OF-WAY, RESERVATIONS AND EASEMENTS IN THE PORTION OF THIESSEN STREET WITHIN THE BOUNDARY OF THIS MAP.

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

_____
JOCELYN KWONG
CITY CLERK
CITY OF PLEASANTON
ALAMEDA COUNTY, STATE OF CALIFORNIA

SOILS REPORT

A SOILS REPORT WAS PREPARED BY AFTERSHOCK GEOTECHNICAL, DATED APRIL 16, 2025, PROJECT NO. 24.108.101, SIGNED BY NICHOLAS CARDANINI P.E., AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CLERK OF THE BOARD OF SUPERVISORS' STATEMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

I, CHERYL PERKINS, ASSISTANT CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

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

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____, 2026.

CHERYL PERKINS
ASSISTANT CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY:_____
DEPUTY COUNTY CLERK

TITLE NOTES

THE LANDS INCLUDED WITHIN THIS TRACT ARE SUBJECT TO THE FOLLOWING TERMS, PROVISIONS, AND CONDITIONS THAT ARE NOT SHOWN HEREON:

1. THE LAND LIES WITHIN THE BOUNDARIES OF PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY), AS DISCLOSED BY A MAP FILED AUGUST 24, 2015 IN BOOK 18, PAGE 65 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AND RECORDED AUGUST 24, 2015 AS INSTRUMENT NO. 2015235594, OF OFFICIAL RECORDS.
2. THE LAND IS SUBJECT TO THAT CERTAIN AGREEMENT BETWEEN PLEASANTON TOWNSHIP COUNTY WATER DISTRICT, ET AL., AND SPRING VALLEY WATER COMPANY RECORDED MAY 3, 1917, BOOK 64 OF MISCELLANEOUS RECORDS, PAGE 4, AND RE-RECORDED JANUARY 26, 1918, BOOK 64 OF MISCELLANEOUS RECORDS, PAGE 387.

CITY ENGINEER'S STATEMENT

I, ADAM NELKIE, CITY ENGINEER OF THE CITY OF PLEASANTON, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8724 0 VINEYARD AVENUE," CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, AND THAT THE FINAL MAP WAS PRESENTED TO ME AS PROVIDED BY LOCAL ORDINANCE.

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE 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 REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE, AND AMENDMENTS THERETO AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP BY THE REVIEW BOARD OF PLEASANTON MUNICIPAL CODE CHAPTER 19.22 HAVE BEEN COMPLIED WITH.

ADAM NELKIE, P.E. DATE
RCE 78830
CITY ENGINEER
CITY OF PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER
ADAM NELKIE
78830
CIVIL
STATE OF CALIFORNIA

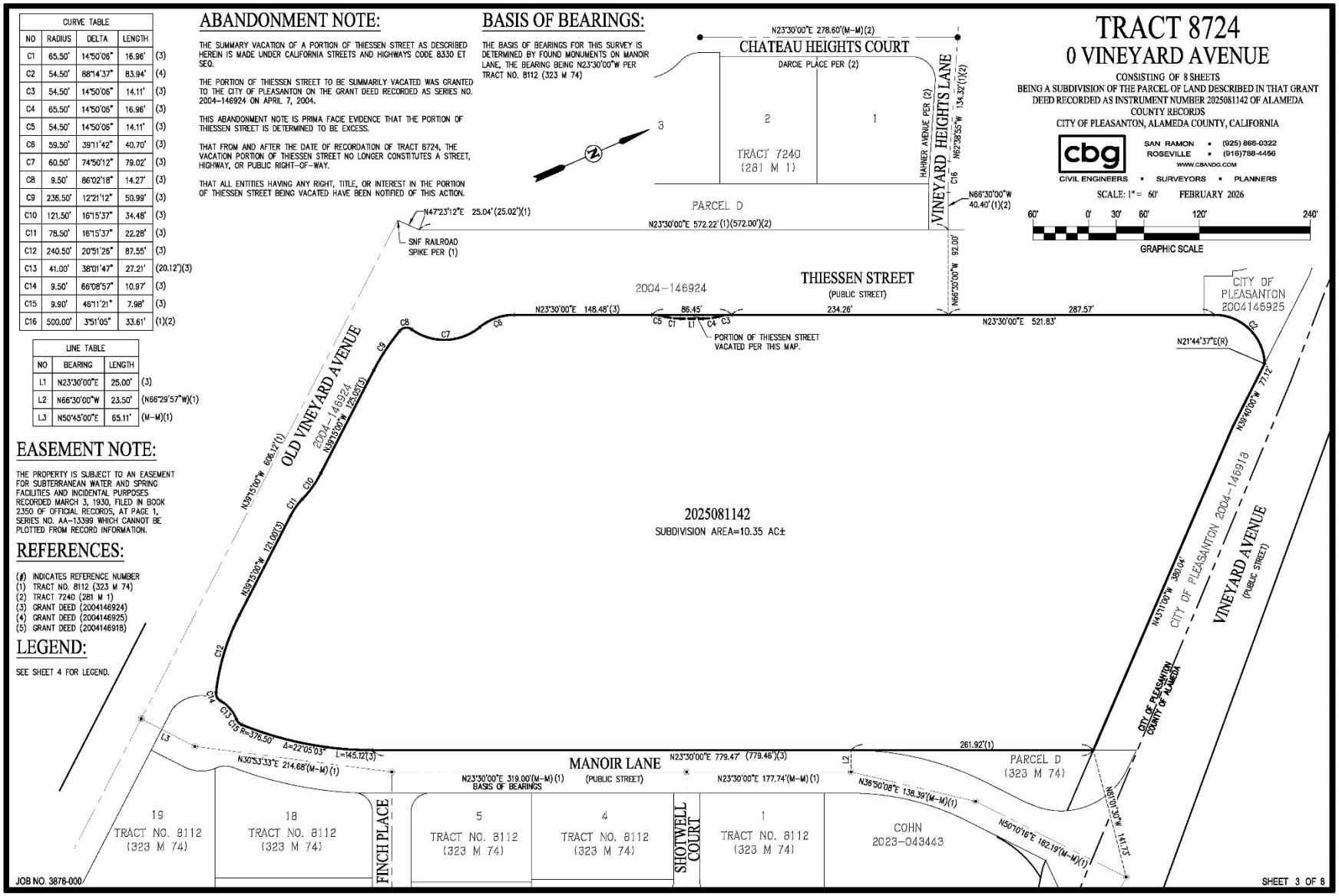
ACTING CITY SURVEYOR'S STATEMENT

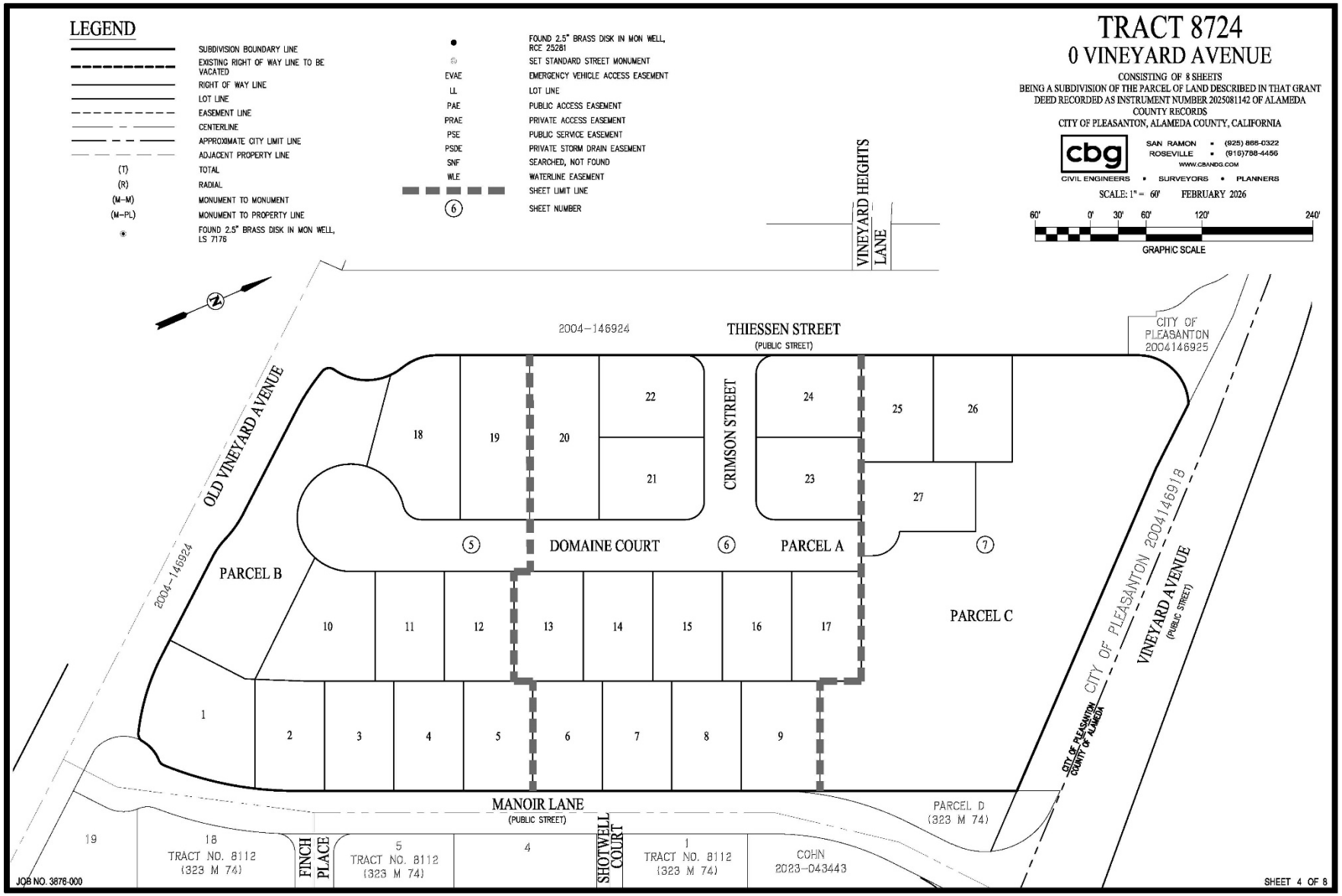
I, RYAN SEXTON, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP ENTITLED "TRACT 8724 0 VINEYARD AVENUE", CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

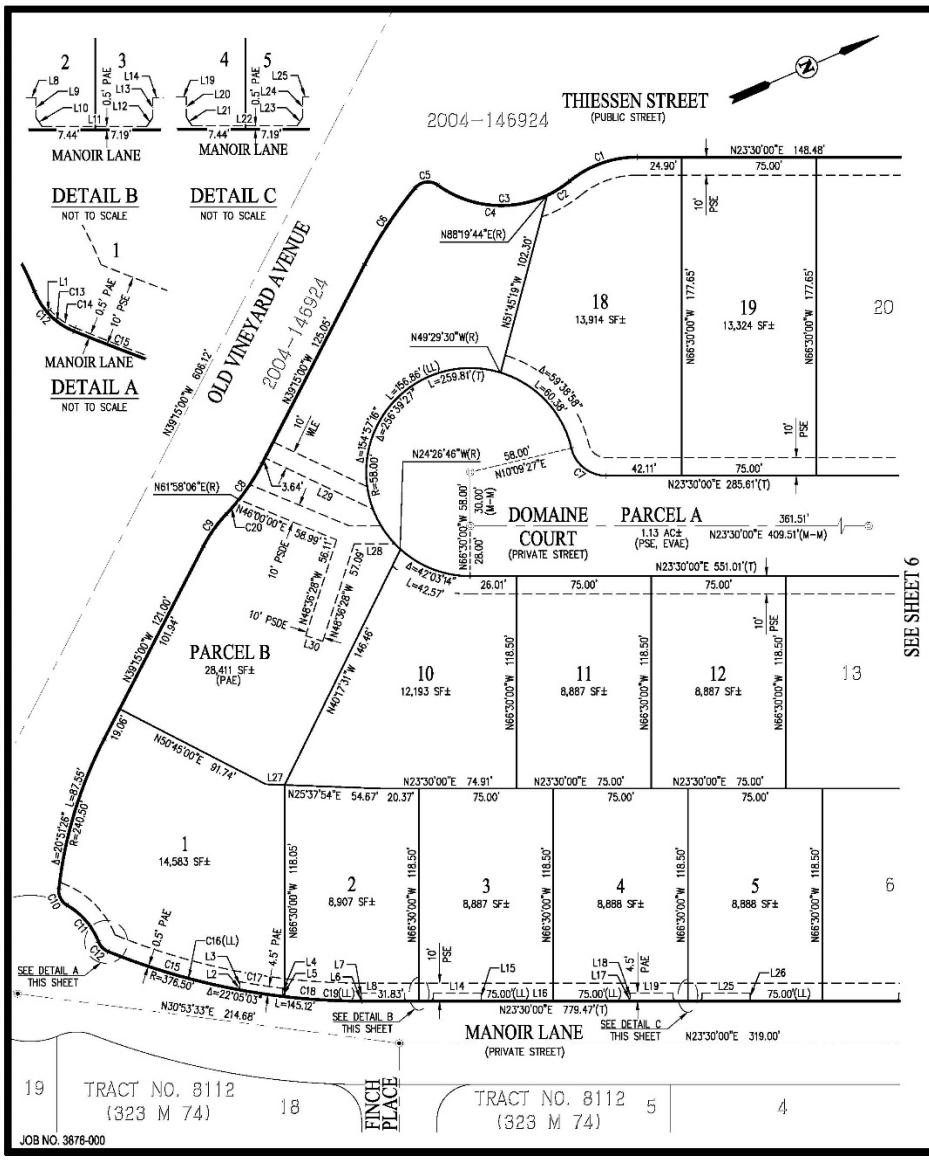
DATED THIS_____ DAY OF_____, 2026.

_____
RYAN SEXTON
PLS 9177
ACTING CITY SURVEYOR

LICENSED LAND SURVEYOR
RYAN SEXTON
9177
STATE OF CALIFORNIA


TRACT 8724
0 VINEYARD AVENUE
CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA
cbg
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
ROSEVILLE • (916)788-4456
WWW.CBANDG.COM
SCALE: 1"= 60' FEBRUARY 2026
GRAPHIC SCALE
ABANDONMENT NOTE:
THE SUMMARY VACATION OF A PORTION OF THIESSEN STREET AS DESCRIBED HEREIN IS MADE UNDER CALIFORNIA STREETS AND HIGHWAYS CODE 8330 ET SEQ.
THE PORTION OF THIESSEN STREET TO BE SUMMARILY VACATED WAS GRANTED TO THE CITY OF PLEASANTON ON THE GRANT DEED RECORDED AS SERIES NO. 2004-146924 ON APRIL 7, 2004.
THIS ABANDONMENT NOTE IS PRIMA FACIE EVIDENCE THAT THE PORTION OF THIESSEN STREET IS DETERMINED TO BE EXCESS.
THAT FROM AND AFTER THE DATE OF RECORDATION OF TRACT 8724, THE VACATION PORTION OF THIESSEN STREET NO LONGER CONSTITUTES A STREET, HIGHWAY, OR PUBLIC RIGHT-OF-WAY.
THAT ALL ENTITIES HAVING ANY RIGHT, TITLE, OR INTEREST IN THE PORTION OF THIESSEN STREET BEING VACATED HAVE BEEN NOTIFIED OF THIS ACTION.
BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON MANOIR LANE, THE BEARING BEING N23°30'00"W PER TRACT NO. 8112 (323 M 74)
CURVE TABLE
NO RADIUS DELTA LENGTH
C1 65.50' 14°50'06" 16.96' (3)
C2 54.50' 88°14'37" 83.94' (4)
C3 54.50' 14°50'06" 14.11' (3)
C4 65.50' 14°50'06" 16.96' (3)
C5 54.50' 14°50'06" 14.11' (3)
C6 59.50' 39°11'42" 40.70' (3)
C7 60.50' 74°50'12" 79.02' (3)
C8 9.50' 86°02'18" 14.27' (3)
C9 236.50' 12°21'12" 50.99' (3)
C10 121.50' 16°15'37" 34.48' (3)
C11 78.50' 16°15'37" 22.28' (3)
C12 240.50' 20°51'26" 87.55' (3)
C13 41.00' 38°01'47" 27.21' (20.12')(3)
C14 9.50' 66°08'57" 10.97' (3)
C15 9.90' 46°11'21" 7.98' (3)
C16 500.00' 3°51'05" 33.61' (1)(2)
LINE TABLE
NO BEARING LENGTH
L1 N23°30'00"E 25.00' (3)
L2 N66°30'00"W 23.50' (N66°29'57"W)(1)
L3 N50°45'00"E 65.11' (M-M)(1)
EASEMENT NOTE:
THE PROPERTY IS SUBJECT TO AN EASEMENT FOR SUBTERRANEAN WATER AND SPRING FACILITIES AND INCIDENTAL PURPOSES RECORDED MARCH 3, 1930, FILED IN BOOK 2350 OF OFFICIAL RECORDS, AT PAGE 1, SERIES NO. AA-13399 WHICH CANNOT BE PLOTTED FROM RECORD INFORMATION.
REFERENCES:
(#) INDICATES REFERENCE NUMBER
(1) TRACT NO. 8112 (323 M 74)
(2) TRACT 7240 (281 M 1)
(3) GRANT DEED (2004146924)
(4) GRANT DEED (2004146925)
(5) GRANT DEED (2004146918)
LEGEND:
SEE SHEET 4 FOR LEGEND.
N23°30'00"E 278.60'(M-M)(2)
CHATEAU HEIGHTS COURT
DARCIE PLACE PER (2)
TRACT 7240
(281 M 1)
HANNER AVENUE PER (2)
VINEYARD HEIGHTS LANE
N62°38'55"W 134.32'(1)(2)
PARCEL D
N23°30'00"E 572.22'(1)(572.00')(2)
N66°30'00"W 40.40'(1)(2)
N47°23'12"E 25.04'(25.02')(1)
SNF RAILROAD SPIKE PER (1)
THIESSEN STREET
(PUBLIC STREET)
2004-146924
N23°30'00"E 148.48'(3)
86.45'
234.26'
N23°30'00"E 521.83'
287.57'
N66°30'00"W 92.00'
PORTION OF THIESSEN STREET VACATED PER THIS MAP.
CITY OF PLEASANTON 2004146925
N21°44'37"E(R)
OLD VINEYARD AVENUE
N39°51'00"W 606.12'(1)
N39°51'00"W 125.05'(3)
N39°51'00"W 121.00'(3)
2004-146924
2025081142
SUBDIVISION AREA=10.35 AC±
N39°40'00"W 711.2'
N43°11'00"W 380.04'
CITY OF PLEASANTON 2004-146918
VINEYARD AVENUE
(PUBLIC STREET)
CITY OF PLEASANTON COUNTY OF ALAMEDA
MANOIR LANE
(PUBLIC STREET)
N30°53'33"E 214.68'(M-M)(1)
R=376.50' Δ=22°05'03" L=145.12'(3)
N23°30'00"E 319.00'(M-M)(1)
BASIS OF BEARINGS
N23°30'00"E 779.47' (779.46')(3)
N23°30'00"E 177.74'(M-M)(1)
261.92'(1)
N36°50'08"E 138.39'(M-M)(1)
N50°10'16"E 182.19'(M-M)(1)
N63°01'30"W 141.73'
PARCEL D
(323 M 74)
19
TRACT NO. 8112
(323 M 74)
18
TRACT NO. 8112
(323 M 74)
FINCH PLACE
5
TRACT NO. 8112
(323 M 74)
4
TRACT NO. 8112
(323 M 74)
SHOTWELL COURT
1
TRACT NO. 8112
(323 M 74)
COHN
2023-043443
JOB NO. 3876-000
SHEET 3 OF 8


LEGEND
SUBDIVISION BOUNDARY LINE
EXISTING RIGHT OF WAY LINE TO BE VACATED
RIGHT OF WAY LINE
LOT LINE
EASEMENT LINE
CENTERLINE
APPROXIMATE CITY LIMIT LINE
ADJACENT PROPERTY LINE
(T) TOTAL
(R) RADIAL
(M–M) MONUMENT TO MONUMENT
(M–PL) MONUMENT TO PROPERTY LINE
FOUND 2.5" BRASS DISK IN MON WELL, LS 7176
FOUND 2.5" BRASS DISK IN MON WELL, RCE 25281
SET STANDARD STREET MONUMENT
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
LL LOT LINE
PAE PUBLIC ACCESS EASEMENT
PRAE PRIVATE ACCESS EASEMENT
PSE PUBLIC SERVICE EASEMENT
PSDE PRIVATE STORM DRAIN EASEMENT
SNF SEARCHED, NOT FOUND
WLE WATERLINE EASEMENT
SHEET LIMIT LINE
6 SHEET NUMBER
TRACT 8724
0 VINEYARD AVENUE
CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
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WWW.CBANDG.COM
SCALE: 1" = 60' FEBRUARY 2026
60' 0' 30' 60' 120' 240'
GRAPHIC SCALE
VINEYARD HEIGHTS LANE
2004–146924
THIESSEN STREET
(PUBLIC STREET)
CITY OF PLEASANTON 2004146925
OLD VINEYARD AVENUE
CRIMSON STREET
DOMAINE COURT
PARCEL A
PARCEL B
PARCEL C
PARCEL D (323 M 74)
CITY OF PLEASANTON 2004146918
VINEYARD AVENUE
(PUBLIC STREET)
CITY OF PLEASANTON COUNTY OF ALAMEDA
MANOIR LANE
(PUBLIC STREET)
FINCH PLACE
SHOTWELL COURT
TRACT NO. 8112 (323 M 74)
COHN 2023–043443
JOB NO. 3876-000
SHEET 4 OF 8



LINE TABLE			
NO	BEARING	LENGTH	
L1	N17°29'54"W	0.50'	(PAE)
L2	N23°28'49"W	1.01'	
L3	N66°30'00"W	3.21'	
L4	N66°30'00"W	3.01'	
L5	N84°43'14"E	1.24'	
L6	N32°48'36"W	1.45'	
L7	N66°30'00"W	2.79'	
L8	N23°30'00"E	24.00'	
L9	N66°30'00"W	2.79'	
L10	N79°48'36"E	1.46'	
L11	N23°30'00"E	14.64'	
L12	N32°48'36"W	1.46'	
L13	N66°30'00"W	2.79'	
L14	N23°30'00"E	26.71'	
L15	N66°30'00"W	4.00'	

LINE TABLE			
NO	BEARING	LENGTH	
L16	N23°30'00"E	82.23'	(PAE)
L17	N32°48'36"W	1.46'	
L18	N66°30'00"W	2.79'	
L19	N23°30'00"E	24.00'	
L20	N66°30'00"W	2.79'	
L21	N79°48'36"E	1.46'	
L22	N23°30'00"E	14.64'	
L23	N32°48'36"W	1.46'	
L24	N66°30'00"W	2.79'	
L25	N23°30'00"E	26.71'	
L26	N66°30'00"W	4.00'	
L27	N25°37'54"E	10.48'	
L28	N23°30'00"E	22.70'	
L29	N48°56'18"E	66.79'	
L30	N41°23'32"E	10.00'	

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C1	59.50'	39°11'42"	40.70'	
C2	60.50'	14°01'26"	14.81'	
C3	60.50'	74°50'12"	79.02'	
C4	60.50'	60°48'46"	64.21'	
C5	9.50'	86°02'18"	14.27'	
C6	236.50'	12°21'12"	50.99'	
C7	20.00'	76°39'27"	26.76'	
C8	121.50'	16°15'37"	34.48'	
C9	78.50'	16°15'37"	22.28'	
C10	9.50'	66°08'57"	10.97'	
C11	41.00'	38°01'47"	27.21'	
C12	9.90'	46°11'21"	7.98'	
C13	9.90'	26°53'02"	4.65'	(PAE)
C14	9.40'	26°52'56"	4.41'	(PAE)
C15	376.00'	11°31'58"	75.68'	(PAE)
C16	376.50'	15°30'02"	101.86'	
C17	372.00'	3°44'24"	24.28'	
C18	376.00'	6°28'04"	42.44'	(PAE)
C19	376.50'	6°35'01"	43.26'	
C20	121.50'	5°02'31"	10.69'	

TRACT 8724
0 VINEYARD AVENUE

CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

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ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 40' FEBRUARY 2026

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON MANOR LANE, THE BEARING BEING N23°30'00"W PER TRACT NO. 8112 (323 M 74)

LEGEND

———	SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - - -	EASEMENT LINE
——— · ———	CENTERLINE
——— - - ———	APPROXIMATE CITY LIMIT LINE
— — — — —	ADJACENT PROPERTY LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND 2.5" BRASS DISK IN MON WELL, LS 7176
●	FOUND 2.5" BRASS DISK IN MON WELL, RCE 25281
⊕	SET STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
LL	LOT LINE
PSE	PUBLIC SERVICE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
WLE	WATERLINE EASEMENT

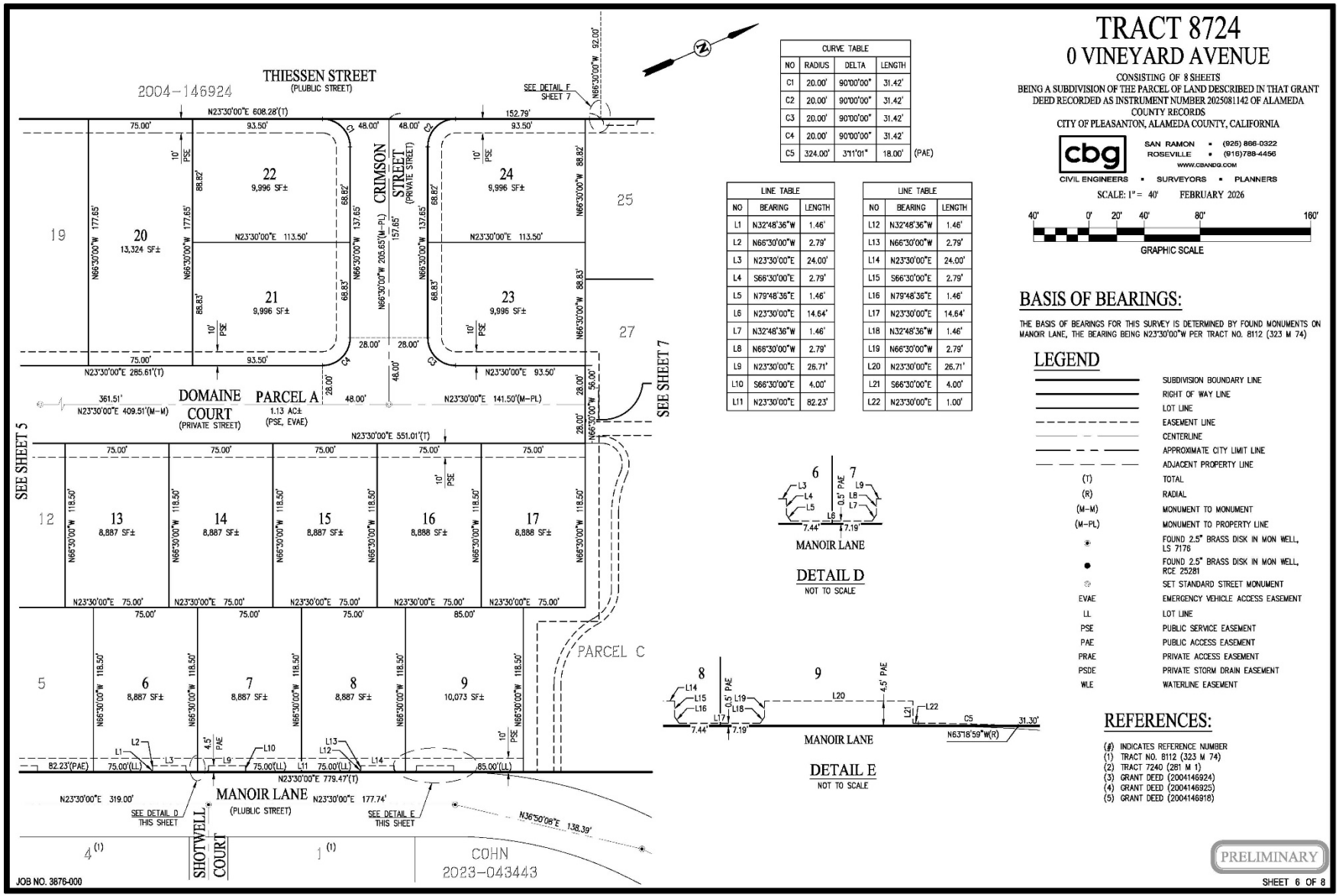
REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) TRACT NO. 8112 (323 M 74)
(2) TRACT 7240 (281 M 1)
(3) GRANT DEED (2004146924)
(4) GRANT DEED (2004146925)
(5) GRANT DEED (2004146918)

PRELIMINARY

JOB NO. 3876-000

SHEET 5 OF 8



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	324.00'	3°11'01"	18.00' (PAE)

LINE TABLE		
NO	BEARING	LENGTH
L1	N32°48'36"W	1.46'
L2	N66°30'00"W	2.79'
L3	N23°30'00"E	24.00'
L4	S66°30'00"E	2.79'
L5	N79°48'36"E	1.46'
L6	N23°30'00"E	14.64'
L7	N32°48'36"W	1.46'
L8	N66°30'00"W	2.79'
L9	N23°30'00"E	26.71'
L10	S66°30'00"E	4.00'
L11	N23°30'00"E	82.23'

LINE TABLE		
NO	BEARING	LENGTH
L12	N32°48'36"W	1.46'
L13	N66°30'00"W	2.79'
L14	N23°30'00"E	24.00'
L15	S66°30'00"E	2.79'
L16	N79°48'36"E	1.46'
L17	N23°30'00"E	14.64'
L18	N32°48'36"W	1.46'
L19	N66°30'00"W	2.79'
L20	N23°30'00"E	26.71'
L21	S66°30'00"E	4.00'
L22	N23°30'00"E	1.00'

TRACT 8724
0 VINEYARD AVENUE

CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

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SCALE: 1" = 40' FEBRUARY 2026

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS ON MANOIR LANE, THE BEARING BEING N23°30'00"W PER TRACT NO. 8112 (323 M 74)

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	APPROXIMATE CITY LIMIT LINE
	ADJACENT PROPERTY LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
⊙	FOUND 2.5" BRASS DISK IN MON WELL, LS 7176
●	FOUND 2.5" BRASS DISK IN MON WELL, RCE 25281
⊙	SET STANDARD STREET MONUMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
LL	LOT LINE
PSE	PUBLIC SERVICE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
WLE	WATERLINE EASEMENT

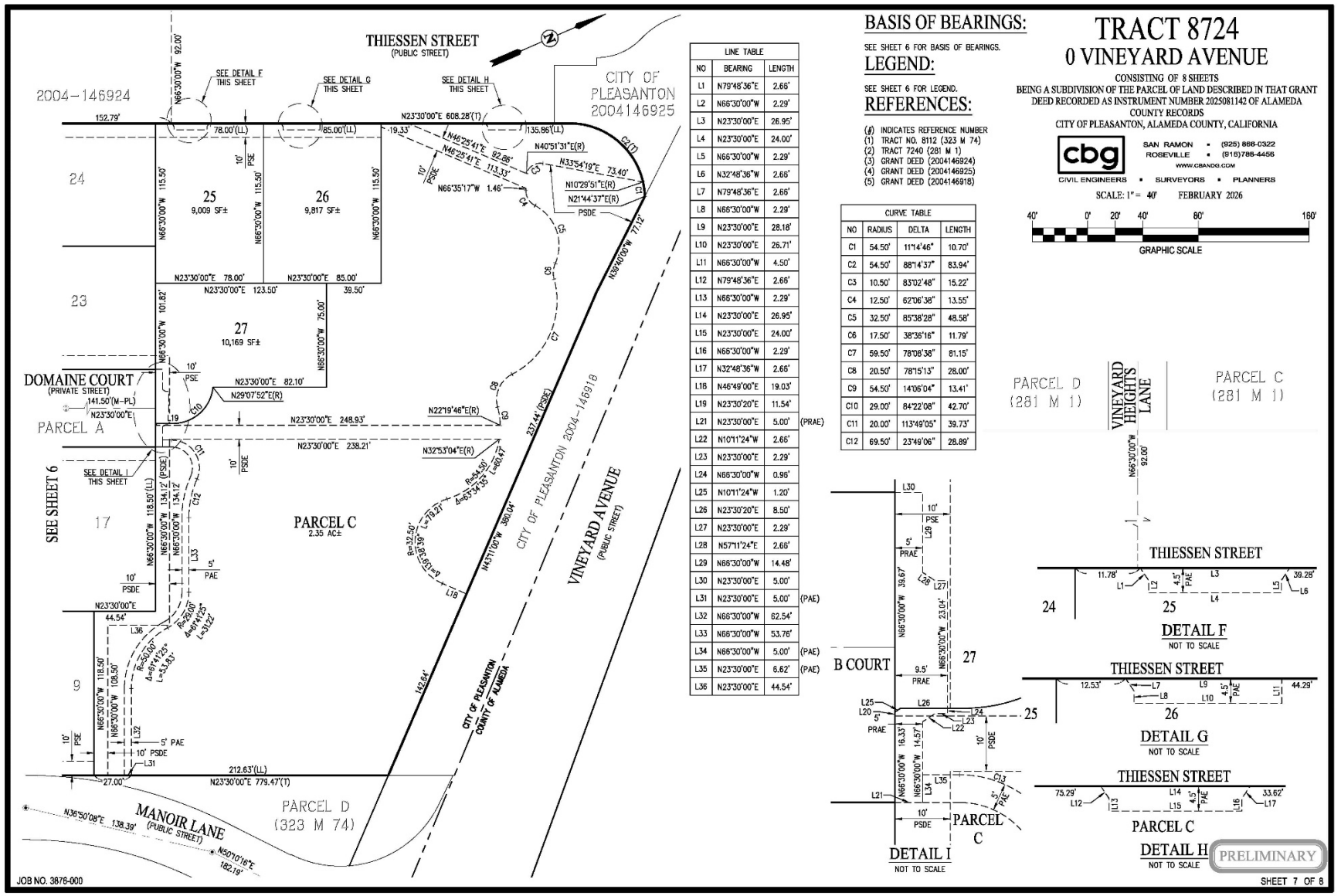
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(3) GRANT DEED (2004146924)
(4) GRANT DEED (2004146925)
(5) GRANT DEED (2004146918)

PRELIMINARY

JOB NO. 3876-000

SHEET 6 OF 8



LINE TABLE		
NO	BEARING	LENGTH
L1	N79°48'36"E	2.66'
L2	N66°30'00"W	2.29'
L3	N23°30'00"E	26.95'
L4	N23°30'00"E	24.00'
L5	N66°30'00"W	2.29'
L6	N32°48'36"W	2.66'
L7	N79°48'36"E	2.66'
L8	N66°30'00"W	2.29'
L9	N23°30'00"E	28.18'
L10	N23°30'00"E	26.71'
L11	N66°30'00"W	4.50'
L12	N79°48'36"E	2.66'
L13	N66°30'00"W	2.29'
L14	N23°30'00"E	26.95'
L15	N23°30'00"E	24.00'
L16	N66°30'00"W	2.29'
L17	N32°48'36"W	2.66'
L18	N46°49'00"E	19.03'
L19	N23°30'20"E	11.54'
L21	N23°30'00"E	5.00' (PRAE)
L22	N10°11'24"W	2.66'
L23	N23°30'00"E	2.29'
L24	N66°30'00"W	0.96'
L25	N10°11'24"W	1.20'
L26	N23°30'20"E	8.50'
L27	N23°30'00"E	2.29'
L28	N57°11'24"E	2.66'
L29	N66°30'00"W	14.48'
L30	N23°30'00"E	5.00'
L31	N23°30'00"E	5.00' (PAE)
L32	N66°30'00"W	62.54'
L33	N66°30'00"W	53.76'
L34	N66°30'00"W	5.00' (PAE)
L35	N23°30'00"E	6.62' (PAE)
L36	N23°30'00"E	44.54'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	54.50'	11°14'46"	10.70'
C2	54.50'	88°14'37"	83.94'
C3	10.50'	83°02'48"	15.22'
C4	12.50'	62°06'38"	13.55'
C5	32.50'	85°38'28"	48.58'
C6	17.50'	38°36'16"	11.79'
C7	59.50'	78°08'38"	81.15'
C8	20.50'	78°15'13"	28.00'
C9	54.50'	14°06'04"	13.41'
C10	29.00'	84°22'08"	42.70'
C11	20.00'	113°49'05"	39.73'
C12	69.50'	23°49'06"	28.89'

BASIS OF BEARINGS:

SEE SHEET 6 FOR BASIS OF BEARINGS.

LEGEND:

SEE SHEET 6 FOR LEGEND.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) TRACT NO. 8112 (323 M 74)
(2) TRACT 7240 (281 M 1)
(3) GRANT DEED (2004146924)
(4) GRANT DEED (2004146925)
(5) GRANT DEED (2004146918)

TRACT 8724
0 VINEYARD AVENUE

CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

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

SCALE: 1" = 40' FEBRUARY 2026

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

PRELIMINARY

JOB NO. 3876-000

SHEET 7 OF 8

TRACT 8724
0 VINEYARD AVENUE

CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS INSTRUMENT NUMBER 2025081142 OF ALAMEDA COUNTY RECORDS
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FEBRUARY 2026

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2(A) OF THE SUBDIVISION MAP ACT.

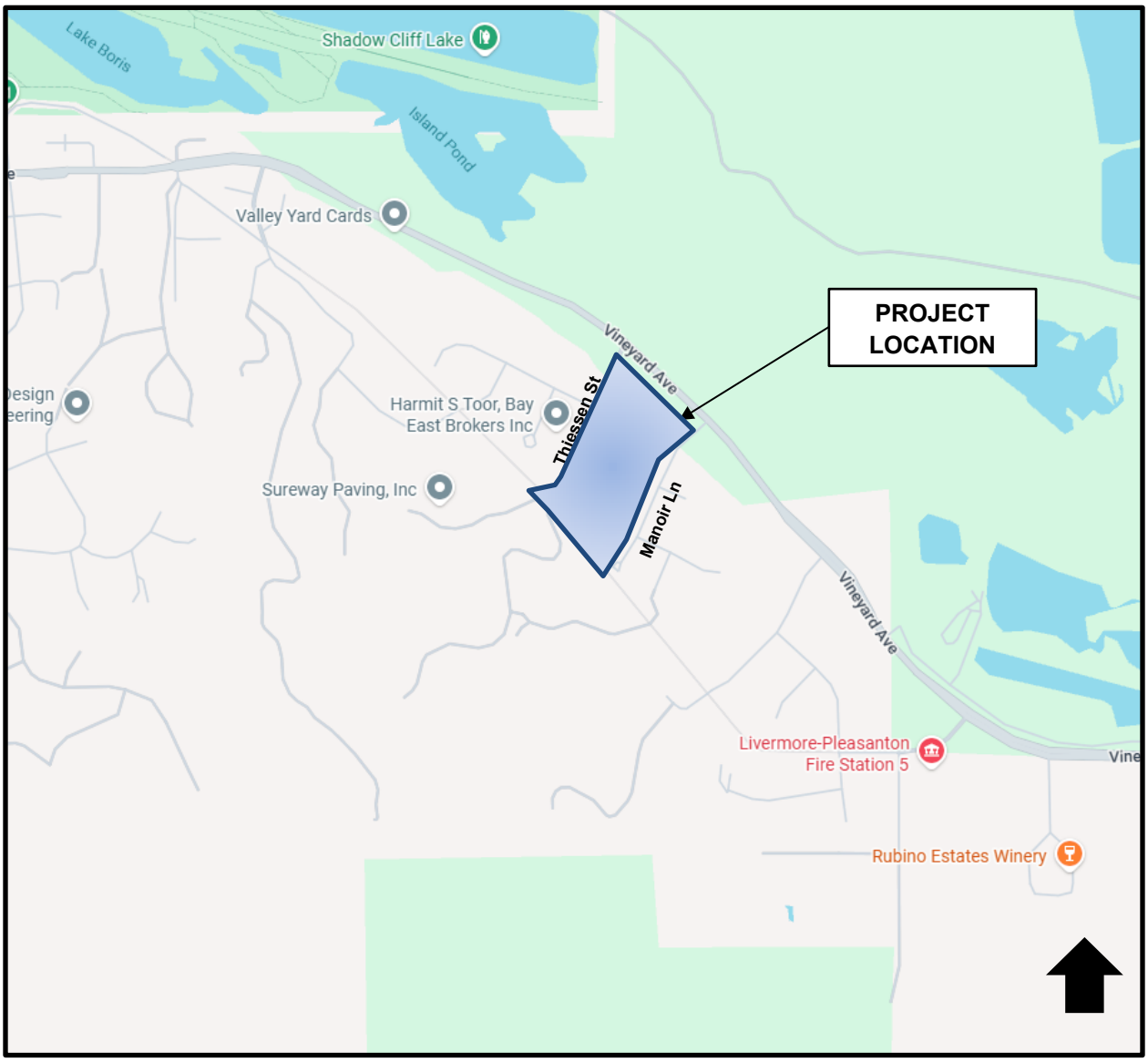
NOTES

1. THE REAL PROPERTY DESIGNATED AS "PRAE" (PRIVATE ACCESS EASEMENT) IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES FOR THE OWNERS OF TRACT 8724, 0 VINEYARD AVENUE FOR ACCESS PURPOSES. MAINTENANCE OF SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8724, 0 VINEYARD AVENUE MORE PRECISELY DEFINED BY THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS) GOVERNING SAID TRACT.

2. THE REAL PROPERTY DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES FOR THE OWNERS OF TRACT 8724, 0 VINEYARD AVENUE FOR PRIVATE STORM DRAIN PURPOSES. MAINTENANCE OF SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8724, 0 VINEYARD AVENUE MORE PRECISELY DEFINED BY THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS) GOVERNING SAID TRACT.

3. THE REAL PROPERTY DESIGNATED AS PARCEL B AND PARCEL C IS RESERVED FOR PRIVATE PURPOSES FOR THE LOT OWNERS OF TRACT 8724, 0 VINEYARD AVENUE AS OPEN SPACE AREA, FOR THE USE OF BUT NOT LIMITED TO, UTILITIES, STORM DRAINAGE, INGRESS AND EGRESS, LANDSCAPING, AND ALL APPURTENANCES TO LANDSCAPING. MAINTENANCE OF SAID PARCELS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8724, 0 VINEYARD AVENUE, MORE PRECISELY DEFINED BY THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS) GOVERNING SAID TRACT. SAID PARCELS SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

4. THE REAL PROPERTY DESIGNATED AS PARCEL A (DOMAIN COURT AND CRIMSON STREET), AS SHOWN UPON THIS MAP ARE RESERVED AS A PRIVATE STREET FOR THE BENEFIT OF THE LOT OWNERS, RESIDENTS, AND VISITORS OF THIS SUBDIVISION. IT CONTAINS BUT IS NOT LIMITED TO PRIVATE INGRESS / EGRESS, PRIVATE WALKWAYS, PRIVATE PARKING, PRIVATE UTILITIES, EMERGENCY VEHICLE ACCESS, AND PUBLIC UTILITIES AS GOVERNED BY THE SEPARATE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) OF THIS SUBDIVISION. THE MAINTENANCE OF SAID PARCELS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. SAID PARCELS SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.



VICINITY MAP

TRACT 8724

NOT TO SCALE

ATTACHMENT 4

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON OF SUMMARY VACATION FOR RIGHT OF WAY ON THIESSEN STREET

WHEREAS, On April 7, 2004, Pleasanton Unified School District granted to City of Pleasanton approximately 2.36-acres of street right-of-way across the property at APN 946-1350-13-1 according to the Grant Deed recorded as Instrument #2004146924 in official records of Alameda County; and

WHEREAS, the current owners of the encumbered property, KL LB PROPCO IV-C LLC, a Delaware Limited Company, have asked the City to vacate a portion of said right-of-way as part of their planned subdivision of the property pursuant to Vesting Tentative Map 8724 approved by the Planning Commission on July 9, 2025, according to Resolution No. PC-2025-14; and

WHEREAS, following the prescribed procedure in California Streets and Highways Code §8330 et seq., the City of Pleasanton notified local utility purveyors who benefit from said right-of-way about the proposed vacation asking whether they would object; and

WHEREAS, having received no objections within the prescribed deadline for objecting, and having determined that no utilities exist within said easement, staff have recommended to the Pleasanton City Council that said right-of-way be summarily vacated; and

WHEREAS, the City Council, as legislative body, has been granted the authority to summarily vacate public right-of-way that is no longer needed or relevant.

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

SECTION 1. This Resolution of Summary Vacation for Right-of-Way on Thiessen Street is hereby adopted based on the following:

- The summary vacation is made under California Streets and Highways Code §8330 et seq.
- The right-of-way to be summarily vacated is described on the Grant Deed recorded on April 7, 2004, as Instrument #2004146924 in official records of Alameda County.
- This Resolution is prima facie evidence that the right-of-way is determined to be excess.
- That from and after the date this Resolution is recorded or referenced on a final map of the property, the vacated right-of-way no longer constitutes a street or highway.
- That all entities having any right, title, or interest in the right-of-way being vacated have been notified of this action, and no objections were received.

SECTION 2. This Resolution shall be referenced on the final map for Tract 8724 at the time the Clerk executes the City Clerk's Statement thus effectuating said vacation upon recordation of said map.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026

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 the 3rd day of March 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

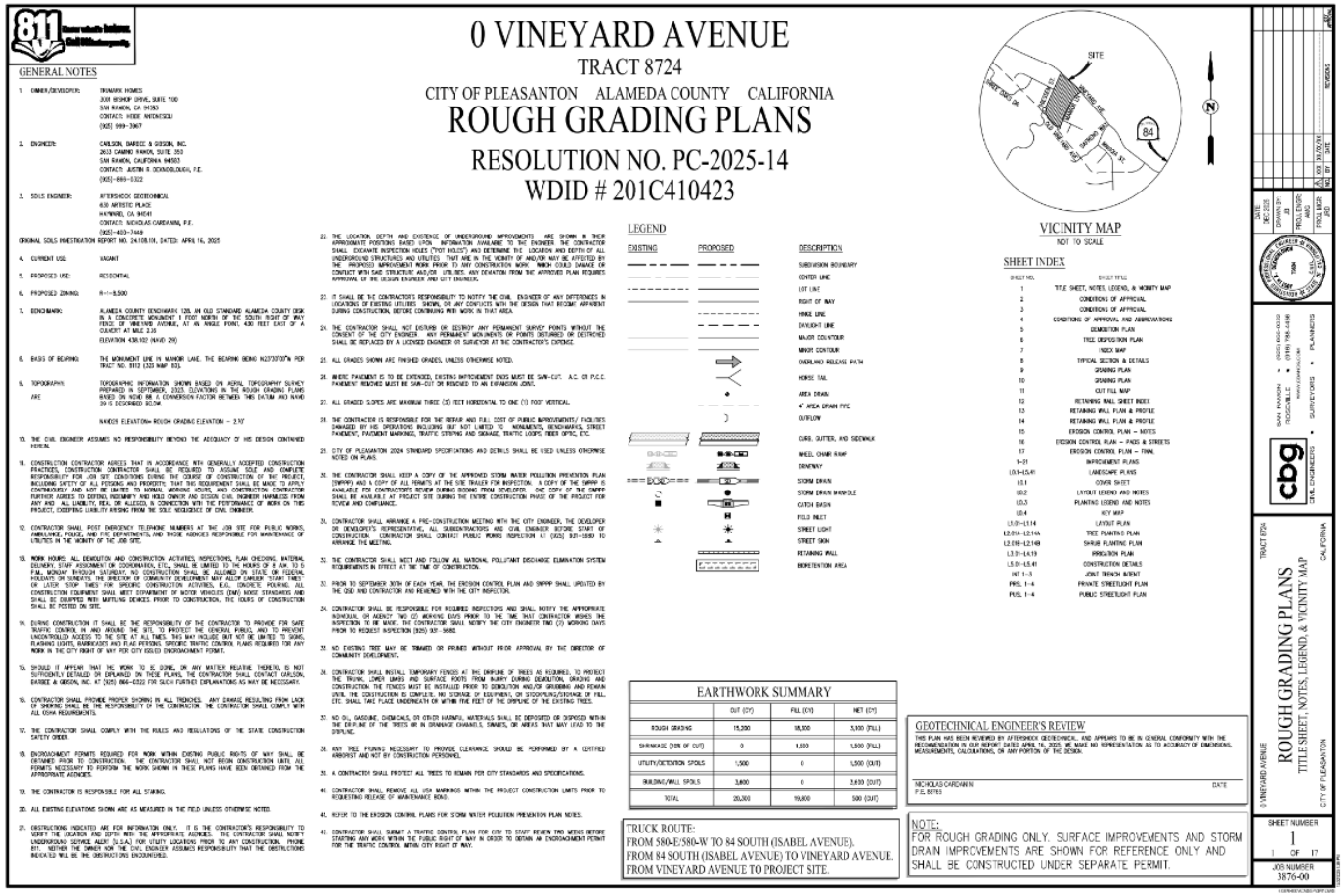
Subdivision Improvement Plans – Tract 8724

The complete set of Improvement Plans for Tract 8724 is available for public review via the following:

https://weblink.cityofpleasantonca.gov/WebLink/0/doc/312069/Page1.aspx

(Cover sheet shown below for reference)

Attachment 5



0 VINEYARD AVENUE
TRACT 8724
CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA
ROUGH GRADING PLANS
RESOLUTION NO. PC-2025-14
WDID # 201C410423

GENERAL NOTES

1. OWNER/DEVELOPER: TRUMARK HOMES
2. ENGINEER: CARLSON, BARBEE & GIBSON, INC.
3. SOILS ENGINEER: AFTERSHOCK GEOTECHNICAL
4. CURRENT USE: VACANT
5. PROPOSED USE: RESIDENTIAL
6. PROPOSED ZONING: R-1-6,500
7. BENCHMARK: ALAMEDA COUNTY BENCHMARK 126, AN OLD STANDARD ALAMEDA COUNTY DISK IN A CONCRETE MONUMENT 1 FOOT NORTH OF THE SOUTH RIGHT OF WAY FENCE OF VINEYARD AVENUE, AT AN ANGLE POINT, 430 FEET EAST OF A CULVERT AT MILE 2.26
ELEVATION 436.102 (NAVD 29)
8. BASIS OF BEARING: THE MONUMENT LINE IN MANOR LANE. THE BEARING BEING N23°37'00"W PER TRACT NO. 8112 (323 MAP 30).
9. TOPOGRAPHY: TOPOGRAPHIC INFORMATION SHOWN BASED ON AERIAL TOPOGRAPHY SURVEY PREPARED IN SEPTEMBER, 2023. ELEVATIONS IN THE ROUGH GRADING PLANS ARE BASED ON NGVD 88. A CONVERSION FACTOR BETWEEN THIS DATUM AND NAVD 29 IS DESCRIBED BELOW.
NAVD29 ELEVATION= NGVD29 GRADING ELEVATION – 2.77
10. THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF HIS DESIGN CONTAINED HEREIN.
11. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND SUBDIVISION CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF CIVIL ENGINEER.
12. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
13. 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 "SHUT" TIMES FOR SPECIFIC CONSTRUCTION ACTIVITIES, E.G., CONCRETE POURING. 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.
14. DURING CONSTRUCTION IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR SAFE TRAFFIC CONTROL IN AND AROUND THE SITE, TO PROTECT THE GENERAL PUBLIC, AND TO PREVENT UNCONTROLLED ACCESS TO THE SITE AT ALL TIMES. THIS MAY INCLUDE BUT NOT BE LIMITED TO SIGNS, FLASHING LIGHTS, BARRICADES AND FLAG PERSONS. SPECIFIC TRAFFIC CONTROL PLANS REQUIRED FOR ANY WORK IN THE CITY RIGHT OF WAY PER CITY ISSUED ENCROACHMENT PERMIT.
15. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT CARLSON, BARBEE & GIBSON, INC. AT (925) 866-0322 FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.
16. CONTRACTOR SHALL PROVIDE PROPER SHORING IN ALL TRENCHES. ANY DAMAGE RESULTING FROM LACK OF SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS.
17. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDER.
18. ENCROACHMENT PERMITS REQUIRED FOR WORK WITHIN EXISTING PUBLIC RIGHTS-OF-WAY SHALL BE OBTAINED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION UNTIL ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN IN THESE PLANS HAVE BEEN OBTAINED FROM THE APPROPRIATE AGENCIES.
19. THE CONTRACTOR IS RESPONSIBLE FOR ALL STAKING.
20. ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD UNLESS OTHERWISE NOTED.
21. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) FOR UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION. PHONE 811. NEITHER THE OWNER NOR THE CIVIL ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.
22. THE LOCATION, DEPTH AND EXISTENCE OF UNDERGROUND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE POSITIONS BASED UPON INFORMATION AVAILABLE TO THE ENGINEER. THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES (TYPT HOLES?) AND DETERMINE THE LOCATION AND DEPTH OF ALL UNDERGROUND STRUCTURES AND UTILITIES THAT ARE IN THE VICINITY OF AND/OR MAY BE AFFECTED BY THE PROPOSED IMPROVEMENT WORK PRIOR TO ANY CONSTRUCTION WORK. WHICH COULD DAMAGE OR CONFLICT WITH SAID STRUCTURE AND/OR UTILITIES. ANY DEVIATION FROM THE APPROVED PLAN REQUIRES APPROVAL OF THE DESIGN ENGINEER AND CITY ENGINEER.
23. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE CIVIL ENGINEER OF ANY DIFFERENCES IN LOCATIONS OF EXISTING UTILITIES SHOWN, OR ANY CONFLICTS WITH THE DESIGN THAT BECOME APPARENT DURING CONSTRUCTION, BEFORE CONTINUING WITH WORK IN THAT AREA.
24. THE CONTRACTOR SHALL NOT DISTURB OR DESTROY ANY PERMANENT SURVEY POINTS WITHOUT THE CONSENT OF THE CITY ENGINEER. ANY PERMANENT MONUMENTS OR POINTS DISTURBED OR DESTROYED SHALL BE REPLACED BY A LICENSED ENGINEER OR SURVEYOR AT THE CONTRACTOR'S EXPENSE.
25. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
26. WHERE PAVEMENT IS TO BE EXTENDED, EXISTING IMPROVEMENT ENDS MUST BE SAW-CUT. A.C. OR P.C.C. PAVEMENT REMOVES MUST BE SAW-CUT OR REMOVED TO AN EXPANSION JOINT.
27. ALL GRADED SLOPES ARE MAXIMUM THREE (3) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL.
28. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR AND FULL COST OF PUBLIC IMPROVEMENTS/ FACILITIES DAMAGED BY HIS OPERATIONS INCLUDING BUT NOT LIMITED TO MONUMENTS, BENCHMARKS, STREET PAVEMENT, PAVEMENT MARKINGS, TRAFFIC STRIPING AND SIGNAGE, TRAFFIC LOOPS, FIBER OPTIC, ETC.
29. CITY OF PLEASANTON 2024 STANDARD SPECIFICATIONS AND DETAILS SHALL BE USED UNLESS OTHERWISE NOTED ON PLANS.
30. THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND A COPY OF ALL REPORTS AT THE SITE SHALLS FOR INSPECTION. A COPY OF THE SWPPP IS AVAILABLE FOR CONTRACTOR'S REVIEW DURING BIDDING FROM DEVELOPER. ONE COPY OF THE SWPPP SHALL BE AVAILABLE AT PROJECT SITE DURING THE ENTIRE CONSTRUCTION PHASE OF THE PROJECT FOR REVIEW AND COMPLIANCE.
31. CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH THE CITY ENGINEER, THE DEVELOPER OR DEVELOPER'S REPRESENTATIVE, ALL SUBCONTRACTORS AND CIVIL ENGINEER BEFORE START OF CONSTRUCTION. CONTRACTOR SHALL CONTACT PUBLIC WORKS INSPECTION AT (925) 931-5690 TO ARRANGE THE MEETING.
32. THE CONTRACTOR SHALL MEET AND FOLLOW ALL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.
33. PRIOR TO SEPTEMBER 30TH OF EACH YEAR, THE EROSION CONTROL PLAN AND SWPPP SHALL UPDATED BY THE QSD AND CONTRACTOR AND RESUBMITTED WITH THE CITY INSPECTION.
34. CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED INSPECTIONS AND SHALL NOTIFY THE APPROPRIATE INDIVIDUAL OR AGENCY TWO (2) WORKING DAYS PRIOR TO THE TIME THAT CONTRACTOR WISHES THE INSPECTION TO BE MADE. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER TWO (2) WORKING DAYS PRIOR TO REQUEST INSPECTION (925) 931-5690.
35. NO EXISTING TREE MAY BE REMOVED OR PRUNED WITHOUT PRIOR APPROVAL BY THE DIRECTOR OF COMMUNITY DEVELOPMENT.
36. CONTRACTOR SHALL INSTALL TEMPORARY FENCES AT THE DRIPLINE OF TREES AS REQUIRED, TO PROTECT THE TRUNK, LOWER LIMBS AND SURFACE ROOTS FROM INJURY DURING DEMOLITION, GRADING AND CONSTRUCTION. THE FENCES MUST BE INSTALLED PRIOR TO DEMOLITION AND/OR GRUBBING AND REMAIN UNTIL THE CONSTRUCTION IS COMPLETE. NO STORAGE OF EQUIPMENT, OR STOCKPILING/STORAGE OF FILL, ETC. SHALL TAKE PLACE UNDERNEATH OR WITHIN FIVE FEET OF THE DRIPLINE OF THE EXISTING TREES.
37. NO OIL, GASOLINE, CHEMICALS, OR OTHER HARMFUL MATERIALS SHALL BE DEPOSITED OR DISPOSED WITHIN THE DRIPLINE OF THE TREES OR IN DRAINAGE CHANNELS, SWALES, OR AREAS THAT MAY LEAD TO THE DRIPLINE.
38. ANY TREE PRUNING NECESSARY TO PROVIDE CLEARANCE SHOULD BE PERFORMED BY A CERTIFIED ARBORIST AND NOT BY CONSTRUCTION PERSONNEL.
39. A CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN PER CITY STANDARDS AND SPECIFICATIONS.
40. CONTRACTOR SHALL REMOVE ALL USA MARKINGS WITHIN THE PROJECT CONSTRUCTION LIMITS PRIOR TO REQUESTING RELEASE OF MAINTENANCE BOND.
41. REFER TO THE EROSION CONTROL PLANS FOR STORM WATER POLLUTION PREVENTION PLAN NOTES.
42. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN FOR CITY TO STAFF REVIEW TWO WEEKS BEFORE STARTING ANY WORK WITHIN THE PUBLIC RIGHT OF WAY IN ORDER TO OBTAIN AN ENCROACHMENT PERMIT FOR THE TRAFFIC CONTROL WITHIN CITY RIGHT OF WAY.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SUBDIVISION BOUNDARY
		CENTER LINE
		LOT LINE
		RIGHT OF WAY
		HINGE LINE
		DAYLIGHT LINE
		MAJOR CONTOUR
		MINOR CONTOUR
		OVERLAND RELEASE PATH
		HORSE TAIL
		AREA DRAIN
		4" AREA DRAIN PIPE
		OUTFLOW
		CURB, GUTTER, AND SIDEWALK
		WHEEL CHAIR RAMP
		DRIVEWAY
		STORM DRAIN
		STORM DRAIN MANHOLE
		CATCH BASIN
		FIELD INLET
		STREET LIGHT
		STREET SIGN
		RETAINING WALL
		BIORETENTION AREA

EARTHWORK SUMMARY

	CUT (CY)	FILL (CY)	NET (CY)
ROUGH GRADING	15,200	14,300	1,100 (FILL)
SHRINKAGE (10% OF CUT)	0	1,500	1,500 (FILL)
UTILITY/DETENTION SPOILS	1,500	0	1,500 (CUT)
BUILDING/WALL SPOILS	3,600	0	3,600 (CUT)
TOTAL	20,300	19,800	500 (CUT)

TRUCK ROUTE:
FROM 580-E/580-W TO 84 SOUTH (ISABEL AVENUE).
FROM 84 SOUTH (ISABEL AVENUE) TO VINEYARD AVENUE.
FROM VINEYARD AVENUE TO PROJECT SITE.

GEOTECHNICAL ENGINEER'S REVIEW
THIS PLAN HAS BEEN REVIEWED BY AFTERSHOCK GEOTECHNICAL, AND APPEARS TO BE IN GENERAL CONFORMITY WITH THE RECOMMENDATION IN OUR REPORT DATED APRIL 16, 2025. WE MAKE NO REPRESENTATION AS TO ACCURACY OF DIMENSIONS, MEASUREMENTS, CALCULATIONS, OR ANY PORTION OF THE DESIGN.
NICHOLAS CARDAMIN P.E. 88765 DATE

NOTE:
FOR ROUGH GRADING ONLY. SURFACE IMPROVEMENTS AND STORM DRAIN IMPROVEMENTS ARE SHOWN FOR REFERENCE ONLY AND SHALL BE CONSTRUCTED UNDER SEPARATE PERMIT.

VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	SHEET TITLE
1	TITLE SHEET, NOTES, LEGEND, & VICINITY MAP
2	CONDITIONS OF APPROVAL
3	CONDITIONS OF APPROVAL
4	CONDITIONS OF APPROVAL AND ABBREVIATIONS
5	DEMOLITION PLAN
6	TREE DISPOSITION PLAN
7	INDEX MAP
8	TYPICAL SECTION & DETAILS
9	GRADING PLAN
10	GRADING PLAN
11	CUT FILL MAP
12	RETAINING WALL SHEET INDEX
13	RETAINING WALL PLAN & PROFILE
14	RETAINING WALL PLAN & PROFILE
15	EROSION CONTROL PLAN – NOTES
16	EROSION CONTROL PLAN – PADS & STREETS
17	EROSION CONTROL PLAN – FINAL
1-01	IMPROVEMENT PLANS
L0.1–L5.01	LANDSCAPE PLANS
L0.1	COVER SHEET
L0.2	LAYOUT LEGEND AND NOTES
L0.3	PLANTING LEGEND AND NOTES
L0.4	KEY MAP
L1.01–L1.14	LAYOUT PLAN
L2.01A–L2.14A	TREE PLANTING PLAN
L2.01B–L2.14B	SHRUB PLANTING PLAN
L3.01–L4.19	IRRIGATION PLAN
L5.01–L5.41	CONSTRUCTION DETAILS
INT 1–3	JOINT TRENCH INTENT
PRS. 1–4	PRIVATE STREETLIGHT PLAN
PUS. 1–4	PUBLIC STREETLIGHT PLAN

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TRACT 8724
0 VINEYARD AVENUE
CITY OF PLEASANTON
CALIFORNIA
ROUGH GRADING PLANS
TITLE SHEET, NOTES, LEGEND, & VICINITY MAP

SHEET NUMBER 1 OF 17
JOB NUMBER 3876-00

CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Utilities Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR DISINFECTION BYPRODUCT MITIGATION SERVICES IN THE KILKARE SERVICE AREA, INCREASING COMPENSATION BY $75,000 FOR A REVISED NOT-TO-EXCEED AMOUNT OF $1,074,750, AND APPROVE A BUDGET AMENDMENT IN THE WATER CAPITAL FUND

SUMMARY

The City of Pleasanton has an agreement with Carollo Engineers (Carollo) to support the implementation of its Water System Management Plan (WSMP). The Third Amendment, executed on March 13, 2026, increases the agreement by $75,000, for a not-to-exceed amount of $1,074,750, to provide additional professional services to implement the City's disinfection byproduct (DBP) mitigation program in the Kilkare service area, including short-term actions and a feasibility study of long-term solutions. Because the work is time-sensitive and required to meet regulatory compliance, staff exercised the emergency procurement procedure approved by the City Council in December 2025. Staff is now requesting City Council ratification of the Third Amendment.

RECOMMENDATION

1. Ratify the Third Amendment to the agreement with Carollo Engineers to support implementation of the City's disinfection byproduct mitigation program.
2. Approve an amendment to increase the budget for the Water Replacement Capital Improvement Program (No. 22190) project by $75,000.

BACKGROUND

The City purchases treated water from Zone 7 Water Agency (Zone 7) and delivers it to approximately 22,000 customers through its distribution system. Disinfection byproducts (DBPs) can form within the distribution system when disinfectants (primarily chlorine) react with naturally occurring organic material in treated water. Trihalomethanes (TTHMs) and Haloacetic Acids (HAA5) are specific DBPs that the California State Water Resources Control Board Division of Drinking Water (DDW) regulates with Maximum Contaminant Levels (MCLs) of 0.08 mg/L and 0.06 mg/L, respectively. City compliance is demonstrated through testing at eight monitoring locations within the distribution system, where the local running annual average (LRAA) at each monitoring location (calculated quarterly) must remain below the MCLs.

In Q2 2025, the City's LRAA exceeded the MCLs for TTHMs and HAA5 at monitoring location S-31 in the Kilkare 1160 pressure zone (affecting approximately 200 customer services), with calculated values of 0.086 mg/L and 0.074 mg/L, respectively. Upon identifying the

exceedance, staff coordinated with the DDW, which resulted in the issuance of DDW Citation and Compliance Order No. 02 02 25J 001 (Order) on September 9, 2025. The Order required notification to affected customers and the preparation of a Corrective Action Plan and an Operational Evaluation Report (CAP/OER). The CAP/OER was submitted to DDW in November 2025 and approved in March 2026. The CAP/OER identified several factors contributing to elevated DBPs, including:

- **Source Water Blend:** Increased surface water from Zone 7 with high organic content in early 2025, combined with a limited groundwater supply due to the loss of City groundwater wells (normally low in organic content), resulted in higher DBP precursors entering the Kilkare system.
- **Disinfection Practices:** Disinfection by breakpoint chlorination at Kilkare is necessary to prevent nitrification; however, this method can accelerate DBP formation under high-organic conditions.
- **Distribution System Characteristics:** The Kilkare service area has long water residence times due to low customer demands and lengthy runs of piping, with multiple tanks and booster stations required to deliver water to customers at high elevations. Long water residence times during warm weather periods increase DBP formation.
- **Limited Control and Predictive Information:** The City currently lacks access to real-time data on Zone 7 source water quality and has no active local supply to offset source water changes.

To address these challenges, the CAP/OER identified immediate actions, short-term actions, and a feasibility study for long-term solutions focused on reducing water age, optimizing source water blends, maintaining disinfectant residuals, and improving monitoring and coordination with Zone 7. The City's immediate actions have reduced the LRAA for TTHMs and HAA5 at monitoring location S-31 below the MCLs, with Q4 2025 calculated values of 0.079mg/L and 0.058 mg/L, respectively. Short-term actions and the feasibility study for long-term solutions are currently underway, with required completion dates of June 2026 and December 2026, respectively.

DISCUSSION

The City's existing agreement with Carollo provides professional services in support of the Water System Management Plan (WSMP), including identifying and implementing water quality improvements. This agreement was used to have Carollo prepare the CAP/OER in response to the DDW order.

Additional support from Carollo is needed to implement the actions identified in the CAP/OER. Services include developing standard operating procedures for DBP management, conducting hydraulic modeling to identify opportunities to reduce water age and improve source blending, and conducting a feasibility study to evaluate long-term disinfection practices and DBP control measures.

The Third Amendment increases the agreement compensation amount by $75,000 to perform these time-sensitive, compliance-driven services. Because the services are required to meet regulatory deadlines in order to continue delivering water services to the Kilkare area, the amendment was executed, and staff are now seeking formal ratification by the City Council.

EQUITY AND SUSTAINABILITY

Implementing the City's CAP/OER actions supports the City's ability to provide safe and reliable water services to the community.

OUTREACH

The City has notified impacted customers in the Kilkare service area of the DBP exceedance.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan goal of *Funding our Future*, Strategy 4 – Complete the Water System Management Plan.

FISCAL IMPACT

The Third Amendment increases the agreement by $75,000, for a revised not-to-exceed amount of $1,074,750. Staff recommend that the City Council approve an amendment to increase the budget for the Water Replacement Capital Improvement Program (No. 22190) project in the Water Capital Fund (Fund 421) by $75,000.

Prepared by:	Submitted by:	Approved by:
Siew-Chin Yeong, Director of Public Works	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Third Amendment to Carollo Engineers Agreement

Docusign Envelope ID: 271FE856-C5AE-4E67-BBDD-ED81F3311151

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is entered into this _**13th**_ day of March 2026 by the **City of Pleasanton** ("City") and **Carollo Engineers, Inc.** ("Consultant")

Whereas, on May 17, 2022, the City and Consultant entered into a Professional Services Agreement to prepare the Water System Management Plan, as amended by the First Amendment dated January 29, 2024 and the Second Amendment dated January 16, 2025, to extend the term through December 31, 2025 ("collectively the Agreement"); and

Whereas, the parties desire to amend the Agreement to extend the term and provide for additional compensation to assist in implementation of the City's disinfection byproduct mitigation program.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 1 of the Agreement (Consultant's Services) is amended to add the services specified in Exhibit A of this Third Amendment.

2. Section 3 of the Agreement (Terms) is amended to provide that the Agreement shall expire on December 31, 2026.

3. Section 4 of the Agreement (Compensation) is amended to read, by increasing the total cumulative compensation amount, with a not to exceed limit from $999,750 to $1,074,750 and amend the fee schedule as specified in Exhibit A of this Third Amendment.

4. This Third Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. All other terms and conditions of the Agreement shall remain in full force and effect. In witness whereof, authorized representatives of the parties have executed this Third Amendment to the Agreement as of the date first above written.

CITY OF PLEASANTON

Signed by:
Gerry Beaudin
89B145BDBB2C4A5...
Gerry Beaudin, City Manager

CONTRACTOR *or CONSULTANT*

By: _____
Signature

Tim Loper
Print name

Title: Vice President

By: _____
Signature

Ryan Orgill
Print name

Title: Associate Vice President

[If Contractor or Consultant is a corporation, signatures must comply with California Corporations Code §313]

ATTEST:

Signed by:
Danielle Diaz for
31845B9E540C4...
Jocelyn Kwong, City Clerk

By: _____
Signature

_____
Print name

Title: _____

APPROVED AS TO FORM:

Signed by:
Wes Cheung
AE408EB5A837439...
Daniel G. Sodergren, City Attorney

Rev. 3/23

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EXHIBIT A

DISINFECTION BYPRODUCTS CORRECTIVE ACTION PLAN IMPLEMENTATION ASSISTANCE

City of Pleasanton

The City of Pleasanton retained Carollo Engineers, Inc (Carollo) to prepare a regulatory compliance report, called a Corrective Action Plan/Operations Evaluation Report (CAP/OER), for submittal to the State of California, Division of Drinking Water (DDW). The CAP/OER outlined several action items that the City plans to implement by June 2026 to achieve regulatory compliance, along with additional actions intended to support the City's long-term water quality management objectives.

The City requested that Carollo provide professional services to support implementation of some of the actions identified in the CAP/OER. This scope of work describes Carollo's services.

Scope of Work

Task 1 Project Management and Meetings

This task covers the administration of the project work including coordination with internal Carollo team and the administration of subconsultants, development and submission of monthly invoices and progress reports and facilitate bi-weekly meetings.

Task 1.1 Project Administration

Carollo will administer the project and coordinate with subconsultants on billing, invoices and deliverables. Carollo will develop monthly invoices and progress reports.

Task 1.2 Bi-weekly Meetings

Bi-weekly progress reports will be scheduled to coordinate current tasks and efforts, discuss on-going project needs, meetings, and other associated tasks. These meetings will be virtual and hosted by Carollo.

Task 1 Deliverables

- Monthly invoices and progress report
- Site visit field notes
- Bi-weekly meeting summaries (as necessary)

Task 2 Development of Standard Operating Procedures (CAP/OER Action Item ST-6A and 6B)

Carollo will develop Standard Operating Procedures (SOPs) to support the City's response to Disinfection Byproduct (DBP) exceedances and ongoing chlorine residual management. The SOPs will be developed in coordination with City staff and will be consistent with applicable regulatory requirements and industry best practices. The SOPs will address the following topics:

1. **Elevated DBP Response:** Procedures for identifying elevated DBP conditions, initiating response actions, implementing corrective measures, documenting actions taken, and communicating internally and with regulators as appropriate.

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2. **Chlorine Residual Maintenance:** Procedures for monitoring and maintaining target chlorine residuals, adjusting operational setpoints, and responding to low-residual conditions to minimize DBP formation while maintaining regulatory compliance.

Carollo will present draft SOP content during bi-weekly coordination meetings with City staff. One round of City review and comment will be incorporated into the final SOPs.

Task 2 Deliverables

- Draft SOP documents
- Final SOP documents incorporating City comments

Task 3 Feasibility of Road, DBP Control, and Power Improvements (CAP/OER Action Items LT-1 and LT-2)

Carollo will evaluate the feasibility of providing permanent access road improvements to Tank 1300, 1600 and 1160; improving DBP control measures and/or converting to chloramination and providing nitrification control measures; and improving/extending power to all three tank sites as required. The feasibility assessment will be conducted in coordination with the City and relevant stakeholders, as appropriate, and will address planning-level considerations necessary to inform future design and implementation.

The evaluation will include development of preliminary access road alignment concepts, an initial biological constraints assessment, and an assessment of options for extending electrical power to the site. For DBP controls the evaluation will consider continuous mixing, analyzers, and automated control systems. For conversion to chloramination, the evaluation will consider RCS technology (on-site generation vs. bulk chemicals), chemical delivery constraints, and nitrification control measures.

Planning-level capital cost estimates will be prepared for recommended alternatives. The assessment will identify any fatal flaws that could preclude implementation, as well as key biological and environmental factors that may affect construction scheduling and permitting requirements. Potential mitigation measures to address identified constraints will also be summarized.

This task also includes a site visit that will include the road, power, and biological teams.

Task 3 Deliverables

- Draft Feasibility Assessment Technical Memorandum
- Final Feasibility Assessment Technical Memorandum incorporating City comments

Task 4 Hydraulic Modifications Evaluation (CAP/OER Action Items ST-1D and ST-2B)

Carollo will coordinate with the City's water system hydraulic modeling consultant to evaluate water age under alternative operations and identify strategies that support more frequent cycling and lower residence times. Carollo will also coordinate with the City's water system hydraulic modeling consultant to evaluate increasing flow from Turnouts 1 and 4 relative to Turnout 5, potentially increasing groundwater fraction from Zone 7 if needed based on their operation to the Kilkare pressure zones. The evaluation will consider multiple operational scenarios, including alternative source routing and system operations strategies, to assess feasibility and potential impacts on system performance. Planning level cost estimates will be provided for any strategies requiring new or modification to existing infrastructure.

Carollo will summarize preliminary findings during bi-weekly coordination meetings with City staff. A technical memorandum documenting the evaluation methodology, assumptions, scenarios analyzed, and key findings will be prepared for City review. Summary conclusions and recommendations from this evaluation will also be incorporated into the DDW Progress Report prepared under Task 5.

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Task 4 Deliverables

- Draft Hydraulic Modeling Technical Memorandum
- Final Hydraulic Modeling Technical Memorandum incorporating City comments

The budget for this scope of work is $199,900. The not-to-exceed limit of the agreement will be increased by $75,000 from $999,750 to $1,074,750 to enable compensation.

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FEE ESTIMATE

DISINFECTION BYPRODUCTS CORRECTIVE ACTION PLAN IMPLEMENTATION ASSISTANCE

City of Pleasanton

Task Description	Project Manager Tim Loper	Project Engineer Julia Semmens	Staff Engineer Sharin Goli	SOP Development Dan Mount	Water Quality Greg Pope	QAQC Thomas Gilogly	GIS Michael Nau	Word Processing	Total Hours	Labor	Subs and Other Direct Expenses[1]	Estimated Fee
Hourly Billing Rate	$364	$234	$226	$313	$364	$364	$179	$157				
Task 1 - Project Administration and Management	32	20	4	4	4	4	0	14	82	$ 23,600	$ 1,400	$ 25,000
Task 1.1 - Project Adminstration	24	12	0	0	0	0	0	12	48	$ 13,400	$ 800	$ 14,200
Task 1.2 - Bi-Weekly Meetings	8	8	4	4	4	4	0	2	34	$ 10,200	$ 600	$ 10,800
Task 2 - Development of Standard Operating Procedures (CAP/OER Action Item ST-6A and 6B)	2	4	0	40	2	**2**	2	2	54	$ 16,300	$ 900	$ 17,200
Task 3 - Feasibility of Road, DBP Control, and Power Improvements (CAP/OER Action Items LT-1 and LT-2)	8	24	32	0	24	4	8	2	102	$ 27,700	$ 63,200	$ 90,900
Task 4 - Hydraulic Modifications Evaluation (CAP/OER Action Items ST-1D and ST-2B)	2	24	12	0	8	2	2	2	52	$ 13,400	$ 52,400	$ 65,800
Total Hours and Fee	44	72	48	44	38	12	12	20	290	$ 81,000	$ 118,900	$ 199,900

Notes:

(1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at $16.50 per hour.

(2) Rates are based on 2026 billing rates.

CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Engineering Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ENERGY SERVICES AGREEMENT WITH CLIMATEC FOR COMPREHENSIVE FACILITY IMPROVEMENTS: ENERGY EFFICIENCY AND RESILIENCE TO DEVELOP AN ENERGY INFRASTRUCTURE MODERNIZATION PROGRAM

SUMMARY

As City facilities and infrastructure age amid new regulations, rising energy costs, and ongoing power outages, the City is pursuing comprehensive improvements to reduce energy consumption and strengthen efficiency and resilience.

Consistent with the City's Strategic Plan and the Climate Action Plan (CAP) 2.0, the City issued a Request for Qualifications (RFQ) in April 2025 for the design and delivery of comprehensive energy, gas, and water infrastructure improvements. Staff recommends awarding the RFQ to Climatec as the most qualified respondent and approve an Energy Services Agreement (ESA) to deliver turnkey development, implementation, monitoring, and funding application assistance for an Energy Infrastructure Modernization Program (the Program).

Approving an ESA with Climatec would authorize the City to begin citywide assessments and develop a preliminary scope and funding options for City Council review before any implementation work is authorized. Following City Council direction, Climatec would then complete detailed assessments and return to the City Council with an ESA amendment to authorize implementation with a not-to-exceed amount and savings guarantee.

RECOMMENDATION

Approve and authorize the City Manager to enter into an Energy Services Agreement with Climatec for Comprehensive Facility Improvements: Energy Efficiency and Resilience to develop an Energy Infrastructure Modernization Program.

BACKGROUND

The City's energy utility rates have increased by an average of seven percent annually over the past nine years, increasing pressure on the General Fund and making efficiency investments imperative to support ongoing and future operations. More frequent power outages and events such as wildfires highlight the need to strengthen resilience measures across City facilities. City facilities also lack the infrastructure needed to meet new and upcoming regulatory requirements.

For example, the California Air Resources Board (CARB) Advanced Clean Fleets Regulation requires 50 percent of municipal fleet vehicle purchases to be zero-emission vehicles (ZEVs), increasing to 100 percent beginning in 2027. The City currently lacks sufficient infrastructure to support this transition, except for a fleet charging project in design at the City Corporation Yard

in partnership with PG&E.

The City is also developing an Asset Management Plan to provide a long-term framework for planning the maintenance, renovation, repair, and/or replacement of infrastructure and public facilities to meet current and future needs. To support essential services and public safety, the City seeks to address inefficient and end-of-life assets across its portfolio, including administrative buildings, community centers, police and fire stations, parks, streets, water distribution systems, and wastewater collection systems. Continuing to operate outdated assets increases maintenance costs, utility consumption, and equipment failures, and reduces operational efficiency for City staff.

The design-build energy services method authorized under California Government Code sections 4217.10–4217.18 (GC 4217) offers a comprehensive solution for achieving efficiency and resilience while requiring the Program to pay for itself through savings. Under GC 4217, the City may procure a turnkey solution from assessments through implementation, provided that projected savings over the useful life of improvements are sufficient to cover program costs. This approach reduces financial risk, improves price and schedule certainty, and supports the timely delivery of City objectives. The City also consulted with the Fair Political Practices Commission and confirmed the Program is not prohibited under Section 1090.

DISCUSSION

Project Goals

The proposed Energy Infrastructure Modernization Program has the following goals:

- Deliver long-term cost savings and reduce operating expenditures
- Upgrade and modernize City facilities and replace end-of-life assets
- Enable facility upgrades that may otherwise be unfunded by leveraging grants and other external funding
- Reduce greenhouse gas (GHG) emissions associated with energy and water use through lower consumption and improved efficiency
- Strengthen facility and infrastructure resilience during extreme events (e.g., wildfires and power outages)
- Support staff health and well-being

Competitive RFQ Process & Award

The City issued a Request for Qualifications (RFQ) for Comprehensive Facility Improvements: Energy Efficiency and Resilience in April 2025. Prior to release, the Energy and Environment Commission reviewed and provided feedback on the RFQ scope of work in January 2025. The RFQ sought qualified energy service companies with experience in developing, implementing, and monitoring GC 4217 programs.

The City received five proposals from qualified energy service companies. Climatec was selected as the most responsive and responsible bidder based on experience, references, project understanding, project team qualifications, cost and savings, and additional benefits. Climatec meets all RFQ minimum requirements, including accreditation, licensing, bonding capacity, and a local office with trained technical staff.

Energy Services Agreement

As part of the RFQ award, the City would enter into an Energy Services Agreement (ESA) with Climatec. The ESA establishes program intent and defines a structured step-by-step process for conducting citywide assessments and developing an Energy Infrastructure Modernization Program to meet the City's objectives. Program development will be conducted in two phases: Preliminary Assessment (PA) and Detailed Assessment (DA), as outlined in the ESA. This ESA authorizes assessment and program development only; implementation would require future City Council action to approve an ESA amendment with a not-to-exceed amount and a savings guarantee.

Preliminary Assessment (PA)

After approval of the ESA Climatec will complete a baseline analysis of the City's utility consumption and conduct citywide engineering site assessments of energy, gas, and water infrastructure. The site assessments will support the City's Asset Management Plan by evaluating asset age, condition, efficiency ratings, and modernization needs.

Services include engineering assessments of HVAC systems, LED lighting, building automation systems, building envelope, solar and battery storage, electric vehicle charging infrastructure, irrigation systems, and water/wastewater systems. Climatec will develop inventory databases and needs matrices, prepare aerial layouts for renewable energy installations, and develop funding options and pro formas in collaboration with staff based on the City's needs and preferences.

PA findings will be presented to the City Council for direction on desired program scope and funding parameters.

Detailed Assessment (DA)

After the City Council confirms the desired program scope, Climatec will complete a DA, including in-depth engineering site assessments and due diligence to finalize a not-to-exceed price, savings projections, detailed scope of work, and technical specifications. Following completion of the DA and confirmation of the funding plan, the ESA would be amended to include implementation terms and scope details. A future City Council action item to consider authorizing an ESA amendment for implementation is anticipated to occur by June 30, 2027.

Funding

A funding plan will be developed for the project. Funding plan objectives are:

- Lower utility and maintenance costs
- Reduce General Fund and Capital Improvement Program (CIP) budget pressure
- Generate a net positive return for the General Fund

The Program will prioritize funding sources outside the General Fund, including but not limited to:

- Inflation Reduction Act incentives
- Municipal lease-purchase financing
- State and federal grants

- Local utility programs

EQUITY AND SUSTAINABILITY

The Energy Infrastructure Modernization Program supports the City's CAP 2.0 by reducing greenhouse gas emissions through energy efficiency measures, renewable energy installations, and facility modernization. The Program is expected to reduce operational cost, improve infrastructure resilience, and enhance indoor environmental quality equitably across all City facilities. These outcomes advance the City's sustainability goals and support applicable state energy requirements.

OUTREACH

The City advertised the RFQ in April 2025 in accordance with standard procedures. The Energy and Environment Commission also provided feedback on the RFQ scope of work in January 2025, prior to its issuance, which provided an opportunity for public comment.

As program direction is refined, the City will engage with appropriate stakeholder groups. If the City Council elects to proceed with implementation, a public hearing will be conducted in accordance with California Government Code Section 4217. If approved, Climatec would support ongoing communication regarding major milestones and savings performance (e.g., press releases, a program website or microsite, community meetings, and City Council updates).

STRATEGIC PLAN ALIGNMENT

Approval of the RFQ award and authorization of the ESA with Climatec advances the citywide ONE Pleasanton Strategic Plan goals and strategies, including:

- ***Funding Our Future*** **Strategy 1:** Develop a long-term strategy for funding operations and maintenance needs of community-owned facilities and infrastructure. The Program is intended to reduce operating cost pressures by implementing energy-saving measures that generate guaranteed savings to help offset infrastructure investment costs.
- ***Investing in Our Environment*** **Strategy 2:** Develop an Asset Management Plan to address comprehensive long-term planning for maintenance, renovation, repair, and/or replacement of infrastructure and public facilities. The Program also advances the City's CAP 2.0 through energy efficiency and resilience measures that reduce greenhouse gas emissions and promote environmental stewardship.
- ***Safeguarding Our City*** **Strategy 1:** Assesses the City's overall emergency preparedness capabilities, resources, and tools and implements changes as needed to ensure the City is properly positioned to respond to disasters.

FISCAL IMPACT

None at this time. Under the ESA, Climatec will perform the site assessments and program development at its own risk and at no cost to the City ($0). This action does not authorize implementation work. Subject to separate City Council approval, the ESA would be amended to include a not-to-exceed turnkey price, with Climatec serving as the design-build contractor. The turnkey implementation price would include Climatec's five percent profit fee and recovery

of costs incurred during program development. If the City elects not to proceed with Climatec for implementation, no exit fees or penalties would apply.

Prepared by:	Submitted by:	Approved by:
		
Adam Nelkie, Assistant Dir. of Public Works - Engineering	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Energy Services Agreement (ESA)

CITY OF PLEASANTON
ENERGY SERVICES AGREEMENT

This Energy Services Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF PLEASANTON
123 Main Street
Pleasanton, CA 94566
Attn: Gerry Beaudin
(925) 931-5002
("City")

And: CLIMATEC, LLC
4695 Chabot Drive, Suite #200
Pleasanton, CA 94588
Attn: Amber Fritsch
(949)237-0110
("ESCO")

CITY and ESCO each may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, CITY Council and Staff agree it is in the CITY's best interest to engage an experienced and qualified energy services company for the development and implementation plan of a Citywide Energy Infrastructure Modernization Program ("Program") consistent with the provisions of California Government Code sections 4217.10 – 4217.18 that will provide sustained cost savings and operational efficiency at project site locations.

WHEREAS, CITY advertised a formal competitive selection process through Request for Qualifications (RFQ) No. 2025-10 to select a single energy services company to conduct citywide site assessments and program development and selected ESCO as the most responsive and responsible bidder;

WHEREAS, ESCO will complete a comprehensive preliminary assessment ("PA") for energy, gas, and water infrastructure at CITY facilities identified in Exhibit "A," which is attached to this Agreement and incorporated herein by this reference, at no cost obligation to CITY in order to develop preliminary scope of work and funding plan options that meet CITY's Program objectives; and

WHEREAS, ESCO will complete a detailed assessment ("DA") at no cost obligation to CITY in order to finalize the desired scope of work and funding plan, provided Staff and Council confirm the Program to be implemented by ESCO and set a target action date for Council approval; and

WHEREAS, subject to separate Council approval, Agreement may be amended for ESCO to implement the agreed upon scope of work as the design/build general contractor, and implementation may be phased according to funding availability and CITY priorities; and

WHEREAS, funding plan options will be based on funding plans used by other California cities for similar projects, ESCO neither provides financial advice nor functions as a Municipal Financial Advisor, and CITY's Finance Department, Municipal Financial Advisor and/or City leadership shall be responsible for reviewing the options to provide recommendations to Staff and Council; and

WHEREAS, Parties intend to meet procurement requirements for eligible local, state and federal funding sources under the formal procurement process conducted for RFQ No. 2025-10 or California Government Code sections 4217.10 – 4217.18.

WHEREAS, ESCO does not engage in or advise on public contracting on CITY's behalf, and both RFQ No. 2025-10 and this Agreement affirm CITY's intent to work with ESCO for all Program phases; ESCO will be disqualified from future bids or RFQs for projects developed under this Agreement if CITY elects not to award ESCO as the design/build general contractor for Program implementation; and

WHEREAS, ESCO is considered competent to perform the Program services for CITY; and

WHEREAS, CITY and ESCO desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. DESCRIPTION OF SERVICES. ESCO shall furnish all the Services described in Exhibits "A" and "B" ("Services") within the Program term.

2. TERM. The term of this Agreement shall be from the Effective Date of the Agreement through **December 31, 2029.** The term may be modified by mutual agreement of the Parties.

3. COMPENSATION. CITY shall pay, and ESCO shall accept in full, an amount not to exceed the sum **of $0 for the scope of services outlined in Exhibit A – Section C including development of scope of work and funding plan options for the Program.** Subject to separate Council approval of an amendment to this Agreement, compensation will be amended to include a not-to-exceed turnkey price for ESCO to implement the agreed upon scope as design/build general contractor as outlined in Exhibit B. The turnkey implementation price will include ESCO's 5% profit fee and recouped project development costs associated with the projects that move forward. ESCO shall be compensated only for performance of the Services described in the Agreement. No compensation shall be provided for any other work or services without CITY's prior written consent. The City shall have sole discretion as to whether to enter to such an amendment, and if it does so, the desired scope and phasing for implementation of the project. If the City does not enter to an amendment, the City shall not be liable to ESCO for any costs, fees or penalties.

4. PERFORMANCE. ESCO shall faithfully perform the Services in a proficient manner and in accord with the terms of this Agreement. ESCO shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by ESCO pursuant to this Agreement, except that ESCO shall not be responsible for the accuracy of

information supplied by CITY.

5. TERMINATION. The Parties may mutually terminate this Agreement through a writing signed by both Parties. CITY may terminate this Agreement for any reason upon providing ESCO with 10 days advance written notice. ESCO agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If CITY terminates this Agreement due to no fault or failure of performance by ESCO, then ESCO shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall ESCO be entitled to receive more than the amount that would be paid to ESCO for the full performance of the Services.

6. CITY PROPERTY. All original documents, drawings, electronic media, and other materials prepared by ESCO pursuant to this Agreement immediately become the exclusive property of CITY and shall not be used by ESCO for any other purpose without CITY's prior written consent.

7. IMPLMENTATION SCOPE OF WORK. The Scope of Work to be implemented shall be populated after the completion of the Detailed Assessment as Exhibit B. ESCO shall keep the Site(s) in a reasonably clean condition. The City shall always have access to the Work. ESCO will maintain safety in the performance of the Work and shall erect and maintain, as required by conditions and progress of Work, all necessary safeguards including necessary permits, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work.

   This Agreement is based upon the use of straight time labor only unless stated otherwise in this Agreement. ESCO agrees to keep the job site clean of debris arising out of its own operations. Except as provided herein, City shall not back charge ESCO for any cost or expenses without ESCO written consent. Unless specifically noted in the scope of work or services undertaken by ESCO under this Agreement, ESCO's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. However, if any hazardous materials are found, the City has the option to have a 3rd party remediate the hazardous materials or under a separate agreement with ESCO to provide remediation at the job site(s). Any language or provision of the Agreement elsewhere contained which may authorize or empower the City to change, modify or alter the scope of work or services to be performed by ESCO shall not operate to compel ESCO to perform any work relating to hazards without ESCO's express written consent

8. . SOLAR INSTALLATION. The Scope of Work excludes correction of concealed conditions that could not have been ascertained by general visual inspection. The Work excludes correction of any existing or previous violations of laws, codes or utility requirements and errors and omissions of the City or other contractors not communicated to ESCO. City will provide all discretionary permits (permits requiring the discretion of the issuer) required in time to execute the Work within the agreed upon schedule. ESCO will provide all non-discretionary, ministerial (permits not requiring thought and discretion of the issuer) permits required for the provision of the solar installation. City agrees to promptly execute and return provided Preliminary Interconnection Documentation (initial or preliminary paperwork or documentation required by the Utility for interconnection of the system to be executed by the system owner), Preliminary Rebate Documentation (documentation comprising the initial or preliminary paperwork required by the administrator of the Rebate or the Rebate to be reserved) (if applicable), and Site Owner Consent Documentation (agreement from the site owner to install system on the real property identified in the proposal) (if applicable). An Exhibit "B" will include commercially reasonable efforts to promptly

obtain the PTO (Permission to Operate) from the City's utility. The monitoring equipment provider will provide monitoring hosting services for the first five years of operation. City warrants that they hold title to the installation site and agree to the solar installation on that site.
Terms applicable to the solar scope are as follows:

a. Interconnection Agreement – means an agreement between the City and a particular utility involved for interconnection of the solar output to the electrical grid.

b. Interconnection Equipment – all equipment (including wiring and conduit and metering for net metering) on the City side of the main service meter to enable proper interconnection of the solar system to the grid.

Design – Subject to Council approving Program Implementation, ESCO will complete final elements of design and engineering such as land surveys, geotechnical studies and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment. ESCO shall prepare the design submittals (prepared by qualified individuals). The submittal shall be submitted to City for approval. City shall provide approvals within fifteen business days from receipt. The ESCO shall not proceed with work until approval is granted by the City.

Unforeseen Site Conditions – Within 10 business days of discovery, ESCO will notify City in writing of (a) subsurface or latent physical conditions at the site differing materially from those described in any contract or City documentation that will affect the price of delivery of the Work. Should such conditions arise, the City will have several options to consider, including identifying an alternative location for the affected scope (e.g. moving Solar PV array) or removing the scope.

9. INVOICING & PAYMENTS. ESCO may invoice the City for any equipment and/or materials installed at a job site. City shall have no obligation to pay for equipment or supplies unless and until unconditional releases from all suppliers of the same have been provided to the City. Except for amounts in dispute, the City agrees to pay ESCO amounts invoiced upon receipt of invoice for completion of Work. Except for amounts in dispute, City shall retain 5% from all payments as retention in accordance with Public Contract Code Section 7107. Final Payment, including retention withheld, will be due in accordance with Public Contract Code 7107, or as otherwise provided by law. If ESCO's undisputed invoice is not paid within 30 days of its receipt, it is delinquent and ESCO may add one percent (1%) per month interest onto delinquent amounts.

10. SUBCONTRACTORS. ESCO shall submit to the City in writing a list of any subcontractors engaged by the ESCO for any Work for the City's prior written approval, not to be unreasonably withheld. ESCO agrees to bind every subcontractor by the terms of this Contract, including, without limitation, indemnification, insurance, business license and warranty requirements. ESCO shall be fully responsible to City for the Work of its subcontractors and persons directly or indirectly employed by them. The Contract shall not create any contractual relationship between any subcontractor and City.

    ESCO and all subcontractors performing the work shall not employ any person who is unfit or unskilled in assigned Work. ESCO and/or subcontractor shall dismiss any person whom City deems incompetent or unfit

11. MATERIALS. All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. If the materials or equipment included in this Agreement become temporarily unavailable, the ESCO shall immediately notify the City in writing of the unavailability and the time for performance of the Work shall be extended to the extent thereof with the City's written consent. In the case of permanent unavailability, ESCO

shall immediately notify the City in writing of the unavailability and shall only be excused from furnishing said materials with the City's written consent.

12. COMPLETION. The Work shall be considered completed upon written approval by the City, provided that the City's approval shall not be unreasonably withheld. The nature of the Work consists of multiple projects and/or sites, as eventually to be populated as Exhibit B. Once work on a project or a site is deemed by the ESCO to be substantially complete (that is available for beneficial use by the City with the scope of work for that site or project functioning as required) and concurrence is provided by the City, except for minor items (a punch list), ESCO will provide a written Notice of Substantial Completion for that site or project to the City. Final Completion, as previously noted, will occur once the entire scope of work is complete for all sites and projects.

13. CORRECTION OF ERRORS. ESCO shall perform, at its own cost, without reimbursement from the City, any work necessary to correct errors or omissions caused by ESCO's failure to comply with the standard of care required herein.

14. WARRANTY. ESCO warrants that the equipment and systems provided under this Agreement shall be free from defects in material and workmanship arising from normal usage for a period of one year from the date of beneficial uses. Within the warranty period, if City provides written notice to ESCO of any such defects within 30 days after the appearance or discovery of such defect, ESCO shall, at its option, repair or replace the defective equipment and return said equipment to City. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. All transferable manufacturer warranties associated with the equipment will be transferred to the City. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose

15. LIABILITY. Neither party shall be liable to the other for any special, indirect, or consequential damages arising in any manner from the equipment, material, or systems furnished or the work performed pursuant to this Agreement.

16. REBATES, UTILITY INCENTIVES. Unless otherwise stated in the Agreement, or cash flow analysis, any and all rebates, incentives that are earned through the course of this project from public or private utilities, municipalities, development City's or state funding, with the exception of lighting rebates, are 100% the property of the City or their designee. Lighting rebates are 100% the property of ESCO and are used to reduce the project cost to the City. The paperwork, inspections and verification required to collect these monies (except for lighting rebates) are the sole responsibility of the City.

17. DELAYS. ESCO shall not be liable for any delay in the performance of the Work resulting from or attributed to acts of circumstance beyond ESCO's control, including acts of God, riots, labor disputes, conditions of the premises, or acts or omissions of the City. If City delays project for greater than 60 calendar days, ESCO can recover any cost inflation on unbilled materials that were either stored or yet to be purchased.

18. DISPUTES. The Dispute Resolution Provisions require that each Claim be in writing, served on the other party, describing specific details of the dispute relating to changes in Work or claim for additional compensation, within seven calendar days of the occurrence of the condition. This notice must be provided via certified mail. For a reasonable period commencing on the day written notice of dispute was provided, but not to exceed 30 calendar days, the parties shall in good faith attempt to resolve the dispute. If the parties are unable to resolve the Dispute during this period, the parties shall proceed as required by Public Contract Code Sections 9204 and 20104, et seq. Effective January 1, 1991, Section 20104 et seq., of the Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial

arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to require that the parties hereto shall proceed to resolve any disputes in accordance with the procedures set forth in Sections 9204 and 20104.

In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, ESCO must comply with the claim procedures set forth in Government Code section 900, et seq., prior to filing any lawsuit against the Purchaser

19. CHANGE ORDER (Mid-Performance Amendments). ESCO and the City recognize that:

    1. City may desire a mid-job change in the specifications or scope that would add time and cost to the specified work or inconvenience ESCO.

    2. Other provisions of the Agreement may be difficult to carry out because of unforeseen events, such as material shortage or labor strikes.

    If these or other events beyond the control of the parties reasonably require adjustments to this Agreement, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in section 20 of this Agreement.

20. PAYMENT & PERFORMANCE BONDS: ESCO shall not commence Work until it has provided to City, in the form provided by the City, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100% of the Contract Price issued by an admitted surety as defined in Code of Civil Procedure § 995.120.

21. OCCUPANCY: City may occupy buildings before Contract completion and occupancy shall not constitute acceptance of any Work, nor shall occupancy extend the Contract completion date.

22. INSURANCE REQUIREMENTS.

    a. ESCO shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by ESCO, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:

        (1) *Commercial General Liability*. Insurance Services Office (“ISO”) Form CG 00 01 covering Commercial General Liability on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 general aggregate.

        (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if ESCO has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage, unless waived by CITY and approved in writing by CITY’s Risk and Safety Division.

        (3) *Workers’ Compensation*. Worker’s Compensation as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

        (4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and

Omissions) appropriate to ESCO's profession, with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.

b. Each insurance policy required by this Agreement must be acceptable to CITY Attorney and shall meet the following requirements:

(1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by CITY.

(2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

(3) *Primary Coverage*. ESCO's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, officers, agents, employees, or volunteers shall be in excess of ESCO's insurance and shall not contribute with it.

(4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to CITY.

(5) *Subcontractors*. If applicable, ESCO shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and ESCO shall ensure that CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.

(6) *Waiver of Subrogation*. ESCO hereby grants to CITY a waiver of any right to subrogation that any insurer of ESCO may acquire against CITY by virtue of the payment of any loss under such insurance. ESCO agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of CITY for all work performed by the ESCO, its agents, representatives, employees, and subcontractors.

(7) *Self-Insurance*. ESCO may, with CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self- insurance. ESCO shall only be permitted to utilize such self-insurance if, in the opinion of CITY, ESCO's (i) net worth and (ii) reserves for payment of claims of liability against ESCO are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. ESCO's utilization of self- insurance shall not in any way limit the liabilities assumed by ESCO pursuant to this Agreement.

(8) *Self-Insured Retentions*. Self-insured retentions must be declared to and approved by CITY.

c. *Verification of Coverage*. At the time ESCO executes this Agreement, ESCO shall provide CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement.

d. *No Limitation of Obligations*. The insurance requirements in this Agreement, including the types

and limits of insurance coverage ESCO must maintain, and any approval of such insurance by CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by ESCO pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.

e. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that ESCO fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies CITY may have, CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order ESCO to stop work under this Agreement and/or withhold any payment that becomes due to ESCO until ESCO demonstrates compliance with the insurance requirements in this Agreement.

23. INDEMNIFICATION, DUTY TO DEFEND, AND HOLD HARMLESS.

a. Except for consequential, special, or indirect damages or claims, ESCO (including ESCO's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including reasonable attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with ESCO's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of ESCO. Further, in no event shall the cost to defend charged to the ESCO exceed the ESCO's proportionate percentage of fault.

b. ESCO (including ESCO's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims (except for consequential, special, or indirect damages or claims) caused by, arising under, or resulting from any violation, or claim of violation, that CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.

c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

24. ANTI-ASSIGNMENT CLAUSE. Because the CITY has relied on the particular skills of ESCO in entering into this Agreement, ESCO shall not assign, delegate, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY 's consent shall be void and ineffective. Unless ESCO assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, ESCO shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

25. ATTORNEY'S FEES AND COSTS. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

26. INDEPENDENT CONTRACTOR. ESCO is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

27. AMENDMENT. This Agreement shall not be amended except in a writing signed by the CITY and ESCO.

28. MERGER CLAUSE. This Agreement, together with its exhibits or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and ESCO concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its exhibits or related documents, if any, the provisions of this Agreement shall prevail.

29. ANTI-WAIVER CLAUSE. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

30. SEVERABILITY. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

31. GOVERNING LAW. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of Alameda County, California.

32. COUNTERPARTS. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

33. PROVISIONS CUMULATIVE. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.

34. NOTICE. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and ESCO shall promptly provide the other Party with notice of any changes to such contact information.

35. BUSINESS LICENSE. ESCO shall obtain a City of Pleasanton Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.

36. COMPLIANCE WITH LAWS, PERMITS, AND LICENSES. ESCO shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. ESCO shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

37. PREVAILING WAGES. If applicable, pursuant to California Labor Code section 1770 et seq., ESCO agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. ESCO shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at http://www.dir.ca.gov/oprl/dprewagedetermination.htm and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

38. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. ESCO shall post all job site notices required by regulation. ESCO, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of ESCO to comply with this section.

39. IMMIGRATION REFORM AND CONTROL ACT OF 1986. ESCO shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). ESCO represents and warrants that all of its employees and the employees of any subcontractor retained by ESCO who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. ESCO affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. ESCO agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

40. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF PLEASANTON	**CONSULTANT**
_____	By: _____
Gerry Beaudin, City Manager	Signature
ATTEST:	_____
	Print name
_____	Its: _____
Jocelyn Kwong, City Clerk	Title

Approved as to form:

_____
Daniel G. Sodergren, City Attorney

By: _____
Signature

_____
Print name

Its: _____
Title

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

THE CITY OF PLEASANTON DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

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EXHIBIT "A"
PROGRAM OVERVIEW &
SCOPE OF WORK FOR PROGRAM DEVELOPMENT

A. General Program Overview & Approach

CITY of Pleasanton ("CITY") conducted a formal competitive selection process through RFQ No. 2025-10 to select a single energy service company to perform all phases of Citywide Energy Infrastructure Modernization Program ("Program") including site assessment, project development, and implementation. ESCO was selected as the most responsive and responsible bidder based on factors that included price, experience, references, project understanding, and quality of project team.

ESCO will provide preliminary assessment (PA) services listed in Section C to conduct engineering site assessments, develop preliminary scope of work and funding plan options, and engage CITY stakeholders to assess which projects are feasible and desirable. The CITY's Finance Department or Municipal Financial Advisor will review the potential funding sources and financial analysis to make recommendations to Staff and Council.

After Staff and Council confirm the desired Program to be implemented by ESCO, and set a target action date for Council approval, ESCO will complete detailed assessment (DA) listed in Section C. The purpose of the DA is to finalize Program pricing, savings, detailed scope of work and technical specifications, all in close collaboration with Staff. At this stage, ESCO will provide backup analysis, breakouts, and other data required for Staff's due diligence. Detailed financial analysis will also be provided for CITY's Finance and leadership team to solidify the funding plan.

Provided the final DA deliverables meet CITY needs and expectations, Council shall consider approval of an Agreement amendment for ESCO to implement the agreed upon scope as the design/build general contractor. Detailed scope of work descriptions, inventories, specifications, cut sheets, and technical data will be included in Agreement exhibits.

Upon approval of Program implementation, Parties will hold a kick-off meeting with applicable departments to coordinate mobilization efforts and establish an effective construction management framework. ESCO will complete final elements of design and engineering such as land surveys, geotechnical studies, and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment.

Following Program implementation, ESCO will provide a comprehensive set of system data sheets, as-built plans, and closeout manuals, in addition to staff training. Measurement & Verification (M&V) services to monitor utility savings and performance of installed renewable energy systems may be pursued under a separate service agreement, if desired by CITY.

B. Locations

ESCO will provide services at the following CITY locations:

City to provide list of facilities to be included in the assessments.

C. Services

This section outlines ESCO's sequential scope of services and deliverables for the Program, including *Preliminary Assessment (PA)*, *Detailed Assessment (DA)*, and *Implementation* as the design/build general contractor.

Upon successful completion of the *PA* and *DA*, a detailed scope of work will be added to the Implementation section and subject to separate approval by Council.

In the event of a conflict between this Exhibit "A" (Scope of Work) and the Agreement, the terms of the Agreement shall prevail.

Preliminary Assessment (PA)

ESCO will complete the *PA* in two stages: 1) Site Assessment includes Citywide engineering site assessments to evaluate energy, gas, and water infrastructure needs, identifying potential efficiency and renewable measures, and establishing CITY priorities; and 2) Preliminary Development includes development of preliminary scope of work and funding plan options to be determined by CITY Finance team and based on CITY's budgetary needs. ESCO will engage CITY stakeholders to prioritize which projects are most feasible and desirable. *PA* services and deliverables shall include (in sequence) but may not be limited to:

Site Assessments

1. Convene a kickoff meeting with key CITY stakeholders to validate Program understanding, expectations, requirements and timelines
2. Establish weekly or bi-weekly meeting cadence between Parties for duration of Program
3. Gather and review relevant background material including utility usage and rate data, standards of operations, facility operation schedules, existing infrastructure, GIS maps, existing surveys, assessor maps, utility maps, historic plans and documents, municipal vehicle lists, as-built drawings, and other data as may be required
4. Complete a baseline analysis of CITY's utility, maintenance, repair and other operating expenditures using data from utility releases, online portals and Staff
5. Evaluate electric vehicle (EV) charging infrastructure needs for municipal fleet and public use
6. Conduct engineering site assessments at CITY locations listed in Section B to evaluate infrastructure needs in the following areas, where applicable:
    a. Heating Ventilation & Air Conditioning (HVAC) systems
    b. Indoor environmental quality
    c. LED Lighting: Interior & exterior lighting and controls, street lighting
    d. Building envelope upgrades including roofing and windows
    e. Electrical infrastructure improvements (i.e. switchgear, panels, etc.)
    f. Irrigation system upgrades, leak detection and repair systems, pumping system improvements, and water system infrastructure modernization
    g. Water & wastewater modernizations and efficiency measures
    h. Building Automation System (BAS) installation, upgrade, or expansion
    i. Solar, battery storage, and other renewable technology
    j. Smart irrigation control systems
    k. Electric Vehicle (EV) charging infrastructure
    l. Microgrid technologies

7. Hold post-site walk meeting(s) with Staff to summarize site assessment findings and clarify priorities
8. Create inventory spreadsheets, field notes, a picture database cataloging relevant infrastructure data such as age, size, manufacturer, model/serial numbers, condition, efficiency ratings, operating procedures and maintenance needs
9. Create a needs matrix showing total Citywide infrastructure needs for efficiency, renewables, and other improvements, gain input from key stakeholders to validate priorities and establish hierarchy of needs
10. Prepare a set of unmarked aerial maps or pictures for sites eligible to receive renewable energy measures and obtain mock-ups of desired locations from key stakeholders
11. Obtain funding plan parameters from Finance and CITY leaders including desired funding options to be explored from state, federal, local, and private sector programs as well as budgeting solutions for City capital or operating funds
12. Prepare an outreach and participation plan to incorporate community feedback into the PA development and conduct outreach to the Pleasanton community

Preliminary Development

1. Propose infrastructure modernizations and efficiency improvements including optimization, adjustment, retro-commissioning, retrofit, upgrade, redesign, installation, replacement and/or further evaluation for energy, gas and water infrastructure needs
2. Evaluate the City's Climate Action Plan (CAP) and recommend strategies to accomplish its objectives
3. Propose solutions citywide for EV charging infrastructure needs
4. Propose projects that minimize financial and technical risks to CITY
5. Develop a preliminary scope of work matrix showing proposed measures at applicable CITY locations, phased implementation options, and proposed layouts for renewables
6. Provide a not-to-exceed turnkey price, lifecycle savings, and funding source options based on preliminary engineering estimates; prepare sample funding scenarios as examples for use by CITY leadership, Finance Department and/or Municipal Advisor to select a recommended funding plan for Staff and Council consideration
7. Based upon PA findings and Staff input, prepare PA report for the Program draft concept, including: utility baseline summary, general overview of existing conditions by scope category, scope of work matrix, bulleted scope summary, aerial layouts, financial highlights, sample funding plan options, PowerPoint presentation, timeline estimates, memos and staff reports
8. Attend and present the Program PA report to applicable stakeholder groups, Public Boards, Planning Commission, and CITY Council to gain input on preliminary Program

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9. Confirm desired Program to be implemented by ESCO and set target action date for Council approval based on validated input from Council, City Manager, Public Works, Finance, City Attorney, Utilities, Engineering, Community Development, appropriate department leaders, and other key stakeholders

Detailed Assessment (DA)

After review of the PA, Staff and Council shall provide direction on the scope of work and funding options it desires to pursue for implementation and set a target date for Council action. In good faith, ESCO will complete the DA at its own risk, without financial obligation of CITY, to finalize the Program for anticipated implementation.

During the DA, ESCO will conduct in-depth engineering site assessments to finalize the desired Program including detailed scope of work, technical specifications, not-to-exceed price, and savings estimates. ESCO will prepare backup analysis, breakouts, and other data as needed for Staff to analyze the final Program details, as well as detailed financial proforma for Finance and City leadership to solidify the funding plan. To support Staff's final due diligence process, ESCO will provide extensive resources to ensure scope details, technical specifications, financial analysis, Agreement terms and timelines serve CITY's best interest. DA services and deliverables shall include (in sequence) but may not be limited to:

1. Conduct in-depth engineering site assessments to finalize Program scope, including review of existing conditions including electrical and structural requirements, validating inventories, specifying equipment, and detailing the scope of work to be performed
2. Communicate and coordinate with various local, state, and federal permitting authorities necessary to evaluate regulatory issues and Program constraints
3. Finalize strategies for converting municipal fleet to zero-emission or alternative fuel vehicles clarifying scope of work to be performed by ESCO versus work to be performed by others and identify alternative funding solutions
4. Update the scope of work matrix with proposed final scope and prepare summary of modifications that occurred between PA and DA for Staff review
5. Perform detailed financial engineering to finalize Program scope and funding plan including final not to exceed turnkey price, detailed savings and other analysis as needed
6. Prepare Program implementation plan, including specific tasks, who performs those tasks, and an estimated timeline for Program completion
7. Subject to Staff approval of the final Program, prepare Agreement amendment to implement the Program for City Attorney review
8. Provide final Program by revising previously provided PA report to reflect the final DA scope of work and funding plan
9. Present DA report to appropriate stakeholder groups and CouncilAssist Staff with preparation of agenda items and Government Code Section 4217 requirements to seek Council approval for Program implementation
10.

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Year	SF	Buildings	Category/ Location	Addtl Location Info	Structure Type	Occ/ Acc	Count
1996	7,528	City Hall (123 Main)	Civic Center		Building	Office	1
1996	2,129	IT Modular	Civic Center		Building	Office	1
1955	14,000	Annex Inspections (157 Main St)	Civic Center		Building	Office	1
1993	14,353	Council Chambers (200 Old Bernal)	Civic Center		Building	Office	1
1998	2,160	HR Modular	Civic Center		Building	Office	1
1988	30,195	Library	Civic Center		Building	Office	1
		Library Storage Container	Civic Center		Pre-Fab	Storage	1
1983	20,297	PD	Civic Center/PD		Building	Secure	1
		PD Fuel Station	Civic Center/PD		Covered Structure	Fuel	1
		PD - BART	PD		Building	Secure	1
2002	20,500	Fire Station No. 1/HQ	FD	3560 Nevada	Building	Off/Res	1
		Fire Station No. 1/HQ Trash Enclosure	FD		Covered Structure	Trash	1
1985	12,800	Fire Station No. 2	FD		Building	Res	1
1985	144	Fire Station No. 2 Storage Building	FD		Building	Storage	1
2023	8,870	Fire Station No. 3	FD		Building	Res	1
		Fire Station No. 3 Generator/Fuel Enclosure	FD		Partially Covered Str	Fuel	1
		Fire Station No. 3 Trash Enclosure	FD		Covered Structure	Trash	1
2005	9,845	Fire Station No. 4	FD		Building	Res	1
		Fire Station No. 4 Parking/Solar Structure	FD		Covered Structure	Shade	1
		Fire Station No. 4 Generator/Trash/Solar Encl	FD		Partially Covered Str	Trash	1
		Fire Station No. 4 Diesel Tank Structure	FD		Covered Structure	Fuel	1
1997	2,536	Fire Station No. 5	FD	1200 Vineyard	Building	Res	1
1991	10,530	OSC - Admin	OSC	3333 Busch	Building	Office	1
1991	12,840	OSC - Parks	OSC	3333 Busch	Building	Office	1
1991	12,840	OSC - Streets	OSC	3333 Busch	Building	Office	1
1991	12,840	OSC - Water	OSC	3333 Busch	Building	Office	1
1991	12,840	OSC - Sewer	OSC	3333 Busch	Building	Office	1
1991	15,820	OSC - Facilities/Fleet	OSC	3333 Busch	Building	Office	1
1991	1,984	OSC - Vehicle Service 1 (vehicle fueling)	OSC	3337 Busch	Building	Service	1
1991	487	OSC - Vehicle Service 2 (near Parks)	OSC	3347 Busch	Building	Service	1
		OSC - Emergency Supplies (3)	OSC	3333 Busch	Pre-Fab	Storage	3
		OSC - PD Evidence	OSC/PD	3313 Busch	Building	Secure	1
1991	4,932	OSC - PD Range	OSC/PD	3313 Busch	Building	Secure	1
1988	1,889	Fire Training Center	OSC/FD	3309 Busch	Building	Office	1
1988	7,320	FD Training Tower	OSC/FD	3309 Busch	Structure	Training	1
		Ventilation Building (FD Training)	OSC/FD	3309 Busch	Structure	Training	1
		Twin Tower (FD Training)	OSC/FD	3309 Busch	Structure	Training	1
		FD Butler Bldg - Dirty Classroom	OSC/FD	3309 Busch	Building	Classrm	1
1999	1,505	Butler Bldg - Storage/Compressor	OSC/FD	3347 Busch	Structure	Storage	1
1999	1,505	Butler Bldg - Storage (Parks)	OSC	3333 Busch	Structure	Storage	1
		Storage, conc prefab	ESD	S-8, 6890 Koll Center	Structure	Storage	1
1995	22,159	Senior Center	Recreation		Building	Off/Prog	1
1997	3,633	Tennis Facility	Recreation		Building	Off/Prog	1
1890	2,627	Century House	Recreation		Building	Prog	1
1930	800	Nature House	Recreation		Building	Prog	1
1975	3,200	Cultural Arts Center	Recreation	Amador Park	Building	Prog	1
1968	4,700	Aquatic Center	Recreation	Amador Park	Building	Office	1
1997	*4,000*	*Dressing/Shower/Mech Remodel*					
2013	*3,000*	*Pool Mech Bldg*					
1970	6,000	Gingerbread Preschool	Recreation	Amador Park	Building	Office	1
1970	2,015	Amador Recreation Center	Recreation	Amador Park	Building	Prog	1
1987	295	Amador Park RR	Recreation	Amador Park	Building	RR	1

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Year	SF	Buildings	Category/ Location	Addtl Location Info	Structure Type	Occ/ Acc	Count	
1845	1,895	Aviso Adobe	Recreation	Aviso Adobe	Building	Hist	1	
2008	2,970	Aviso Adobe Milking Barn	Recreation	Aviso Adobe	Building	Off/Prog	1	
2008	515	Aviso Adobe Bunkhouse	Recreation	Aviso Adobe	Building	Hist	1	
1975	*649*	*Bandstand (under construction)*	*Recreation*	*Lions Wayside Park*	*Structure*			
2010	18,482	Firehouse Arts	Recreation		Building	Off/Prog	1	
1932	9,025	Veterans Memorial Building	Recreation		Building	Prog	1	
1913	4,716	Museum on Main	Recreation		Building	Hist	1	
1930	1,812	333 Division	Recreation		Building	Office	1	
1990		Ken Mercer Tower/RR 1/Concession 1	Recreation	Ken Mercer Park	Building	Off/Prog	1	
1984	417	Ken Mercer RR 2	Recreation	Ken Mercer Park	Building	RR	1	
1992	360	Ken Mercer Concession 2	Recreation	Ken Mercer Park	Building	Prog	1	
1991	426	Ken Mercer RR 3	Recreation	Ken Mercer Park	Building	RR	1	
2013	650	Ken Mercer RR 4/Concession3	Recreation	Ken Mercer Park	Building	Prog	1	
1989	1,141	Ken Mercer RR 5/Concession4	Recreation	Ken Mercer Park	Building	Prog	1	
1981	35 ea	Ken Mercer Softball Scorekeepers Booths (4)	Recreation	Ken Mercer Park	Building	Prog	4	
1999	211	Ken Mercer Softball Maintenance Structure	Recreation	Ken Mercer Park	Structure	Storage	1	
		Ken Mercer Storage/Scorekeepers (8)	Recreation	Ken Mercer Park	Structure	Storage	8	
		Ken Mercer Storage/Teams (3)	Recreation	Ken Mercer Park	Structure	Storage	3	
2004	2,800	Ken Mercer Maintenance Building	Recreation	Ken Mercer Park	Building	Storage	1	
2007		Bernal Park RR 1	Recreation	Bernal Park	Building	RR	1	
2015		Bernal Park RR 2	Recreation	Bernal Park	Building	RR	1	
2007		Bernal Park Storage Phase 1	Recreation	Bernal Park	Building	Storage	1	
2015		Bernal Park Storage Phase 2	Recreation	Bernal Park	Building	Storage	1	
2015		Bernal Park Trash Enclosure	Recreation	Bernal Park	Building	Trash	1	
2004	1,064	Val Vista RR/Concession	Recreation	Val Vista Park	Building	Prog	1	
2004	336	Val Vista RR South	Recreation	Val Vista Park	Building	RR	1	
2004	600	Val Vista Maintenance Shed - North	Recreation	Val Vista Park	Covered Structure	Storage	1	
		Val Vista Maintenance Shed - South	Recreation	Val Vista Park	Covered Structure	Storage	1	
2001	150	Creekside Park RR	Recreation	5601 W Las Positas	Building	RR	1	
2006	1,095	Delucci Park RR	Recreation		Building	RR	1	
2013	347	Stoneridge Creek Park RR	Recreation	3200 Stoneridge Creek Way	Building	RR	1	
		Augustin Bernal Park RR	Recreation		Building	RR	1	
1990	220	Muirwood Park RR	Recreation	4701 Muirwood	Building	RR	1	
2000	56	Preserve Trailhead RR	Recreation	5800 Laurel Creek	Building	RR	1	
2004	10,141	Callippe GC - Clubhouse	Golf Course		Building	Office	1	
2004	5,568	Callippe GC - Maintenance Facility	Golf Course		Building	Off/Prog	1	
2004	1,535	Callippe GC - Fuel/Equipment Storage	Golf Course		Covered Structure	Fuel	1	
2004		Callippe GC - Maintenance HazMat Pre-Fab	Golf Course		Structure	Storage	1	
2004	5,244	Callippe GC - Cart Barn	Golf Course		Building	Storage	1	
2004	180	Callippe GC - RR '3'	Golf Course		Building	RR	1	
2004	180	Callippe GC - RR '13'	Golf Course		Building	RR	1	
		Callippe GC - Pump Station	Golf Course		Covered Structure	Pump	1	**105 Facilities**

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Year	SF	Buildings	Category/ Location	Addtl Location Info	Structure Type	Occ/ Acc	Count	
1964	330	1300 BS, Kilkare	Utility - Water	9400 Santos Ranch	Building		1	
2007	304	510 BS (booster station)	Utility - Water	8251 Santos Ranch	Building		1	
1987	235	900 BS, Kilkare	Utility - Water	9000 Santos Ranch	Building		1	
1990	2,109	Dublin Canyon BS (Canyon Meadows)	Utility - Water	11599 Dublin Canyon	Building		1	
1985	620	Foothill BS	Utility - Water	4301 Foothill	Building		1	
1987	420	Grey Eagle BS	Utility - Water		Building		1	
1991	372	Kottinger BS	Utility - Water		Building		1	
1997	1,041	Laurel Creek BS	Utility - Water		Building		1	
		Laurel Creek BS Chemical	Utility - Water		Pre-Fab		1	
		Laurel Creek BS Fuel Tank Enclosure	Utility - Water		Covered Structure	Fuel	1	
1989	293	Longview BS	Utility - Water		Building		1	
1934	1,810	McCloud (decommissioned equip)	Utility - Water	McKinley Park	Structure	decomm	1	
2002	1,626	North Sycamore BS	Utility - Water	937 Sycamore Creek	Building		1	
1995	1,365	Ruby Hill BS	Utility - Water	3303 W Ruby Hill Dr	Building		1	
1985	341	Vineyard BS	Utility - Water		Building		1	
2008	1,569	Vineyard Hills BS	Utility - Water	1202 Machado	Building		1	
		Vineyard Hills BS Diesel Tank Structure	Utility - Water	1202 Machado	Structure	Fuel	1	
1976	1,625	Well 6	Utility - Water	1450 Santa Rita	Building		1	
1971	660	Well 7 (decommissioned equip)	Utility - Water	3033 Hopyard	Building	decomm	1	
		Well 8	Utility - Water	333 Busch	Building		1	
1966	101	Turnout 1	Utility - Water	2722 Santa Rita	Building		1	
1985	105	Turnout 2	Utility - Water	3400 Hopyard	Building		1	
1989	99	Turnout 3	Utility - Water	3699 W Las Positas	Building		1	
1995	108	Turnout 4	Utility - Water	4790 Hopyard	Building		1	
1995	208	Turnout 5	Utility - Water	3550 Nevada	Building		1	
		Sports Park RW Pump Station	Utility - Recycled Water		Pre-Fab		1	
1983	120	SD-1 LS (lift station)	Utility - Storm	4950 Bernal	Building		1	
1995	100	SD-2 LS	Utility - Storm	4000 Del Valle	Building		1	
1987	196	SD-3 LS	Utility - Storm	3090 Valley	Building		1	
		SD-4 LS	Utility - Storm	1040 Valley	Building		1	
		S-1 (decommissioned equip)	Utility - Sewer	1000 Santa Rita	Building	decomm	1	
1996	278	S-2	Utility - Sewer	8019 Foothill	Building		1	
		S-3 (decommissioned equip)	Utility - Sewer	SE corner Hopyard & Arroyo Mocho	Building	decomm	1	
1984	48	S-4	Utility - Sewer	1067 Serpentine	Building		1	
1967	640	S-6	Utility - Sewer	6900 W Las Positas	Building		1	
1980	1,620	S-7	Utility - Sewer	4950 Bernal	Building		1	
1980	4,700	S-8	Utility - Sewer	6890 Koll Center	Building		1	
1982	45	S-9 (decommissioned equip)	Utility - Sewer	6720 Arlington	Building	decomm	1	
		S-10 (Castlewood)	Utility - Sewer	across from 7388 Foothill	Building		1	
1988	70	S-11 (decommissioned equip)	Utility - Sewer	906 Gray Fox (actually on adjacent 742	Building	decomm	1	
1960	272	S-12	Utility - Sewer	302 Happy Valley	Building		1	
2005	400	S-15	Utility - Sewer	2299 Vineyard	Building		1	**42 Utility Facilities**
1988	391,733	work in progress total sq ft				**TOTAL:**	**147**	

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EXHIBIT "B"
SCOPE OF WORK FOR IMPLEMENTATION

Implementation

After CITY approves the DA deliverables, this section may be amended to include a detailed scope of work description of measures to be installed at each location and technical details will be included as exhibits.

Subject to Council's separate approval of an amendment to this Agreement, ESCO's implementation scope will include final design, engineering, permits, fees, approvals, project management, installation, startup, training, checkout, warranty, and insurance specifically associated with the agreed upon Program to be performed. Upon authorization for Program implementation, Parties will hold a kick-off meeting with applicable departments to coordinate mobilization efforts and establish an effective construction management framework.

Assuming the Agreement amendment is executed and funding is secured, ESCO will complete final elements of design and engineering such as land surveys, geotechnical studies, and preparation of design documents and drawings required to prepare submittal packages, obtain permits and procure equipment. Prior to initiating construction, ESCO will provide submittals and engineered drawings (where required) for CITY's technical review and written approval. All construction and associated cleanup will be performed and scheduled to minimize disruptions for CITY operations.

A detailed project implementation plan and comprehensive construction schedule will be provided after completing submittal review and equipment procurement.

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CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Operations Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO A MAINTENANCE AND TRADE SERVICES AGREEMENT WITH ADVANCED LIGHTING SERVICES, INC. FOR LIGHT POLE TESTING AND REPLACEMENT SERVICES, IN A TOTAL NOT-TO-EXCEED AMOUNT OF $2,175,000 FOR THE REMAINDER OF FISCAL YEAR (FY) 2025/26 THROUGH FY 2028/29, WITH THE OPTION FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS

SUMMARY

The City of Pleasanton maintains approximately 12,996 streetlights, parking lots, and pathway light poles throughout the community. These assets support public safety, traffic operations, pedestrian visibility, and overall infrastructure reliability.

The City also partners with the Hacienda Business Park Owners Association through a City Council-approved Special Maintenance District program. Under this program, the City may procure materials through existing City contracts, with full reimbursement provided by Hacienda. This collaboration supports efficient, cost-effective maintenance within the Hacienda Business Park area.

To proactively address aging light pole infrastructure and reduce the risk of failures, staff conducted a competitive procurement for streetlight pole testing, structural assessments, and replacement services. In February 2026, the City issued Request for Bids (RFB) No. PWD 26.402 seeking qualified contractors to perform ultrasonic testing, documentation, and GIS integration, condition assessment reporting, and replacement of deteriorated or structurally deficient light poles.

Advanced Lighting Services, Inc., was determined to be the lowest responsive and responsible bidder. Staff recommends approval of an agreement for services for the remainder of fiscal year (FY) 2025/26 and a subsequent three-year term for FY 2026/27 through FY 2028/29, in a total not to exceed $2,175,000, with the option for two additional one-year extensions up to five years, subject to satisfactory performance and budget appropriation.

This program supports proactive infrastructure management, improves public safety, and enables timely response to emergency light pole failures and vehicle knockdowns.

RECOMMENDATION

1. Authorize the City Manager to enter into a Maintenance and Trade Services Agreement with Advanced Lighting Services, Inc. for light pole testing and replacement services (RFB No. PWD 26.402) in a total not-to-exceed amount of $1,275,000 for the remainder of FY 2025/26 through FY 2028/29.
2. Authorize the City Manager to exercise up to two (2) additional one-year extensions up

to five years through April 21, 2031, subject to satisfactory performance and budget appropriation, in an annual amount not to exceed $450,000, including inflation, without going back to the City Council.

BACKGROUND

The City's light pole inventory includes streetlights, parking lot lights, and pathway lights installed over several decades. Many poles have reached or exceeded their anticipated service life. Over time, weather exposure, corrosion, underground deterioration, and vehicle impacts can compromise structural integrity and increase the risk of pole failure.

To proactively manage these risks and maintain safe lighting infrastructure, the Public Works Department conducts periodic inspections and structural testing. Ultrasonic testing evaluates pole condition at the ground line, where corrosion most frequently occurs and where failures often originate. Testing identifies remaining wall thickness, corrosion percentage, and internal defects, to inform decisions for repairs or replacement.

In February 2026, the City issued Request for Bids (RFB) No. PWD 26.402 to secure a qualified contractor capable of performing light pole testing, reporting, GIS integration, emergency response, and replacement services.

The RFB was publicly advertised in accordance with City purchasing requirements, and the City held a mandatory pre-bid conference. Bids were opened and processed in accordance with City procurement procedures and evaluated for responsiveness and bidder responsibility, including required licensing, Department of Industrial Relations (DIR) registration, safety compliance, and experience performing similar municipal pole testing and replacement work.

DISCUSSION

Based on the bid results, Advanced Lighting Services, Inc., was determined to be the lowest responsive and responsible bidder and met all required licensing, safety, and experience requirements.

The proposed agreement establishes a comprehensive light pole inspection and replacement program that includes structural testing, condition assessments, documentation, standardized reporting, and replacement services necessary to maintain safe and reliable lighting infrastructure throughout the City.

Under the agreement, the contractor will perform ultrasonic testing of designated light poles to evaluate structural integrity and identify corrosion or internal deterioration that may not be visible during routine inspections. Results will be provided in standardized reports and integrated into the City's GIS and asset management systems to support long-term infrastructure planning.

When light poles are identified as structurally compromised or deteriorated beyond acceptable thresholds, the contractor will provide removal and replacement services consistent with City standards.

Deliverables will include pole identification, GPS coordinates, corrosion levels, recommended

corrective actions, and photo documentation to support recordkeeping, asset management, and long-term capital improvement needs.

EQUITY AND SUSTAINABILITY

Reliable public lighting supports equitable access to transportation corridors, pedestrian pathways, parks, and public facilities. Well-maintained lighting infrastructure enhances safety for residents and visitors across all neighborhoods. Proactive testing and pole replacement reduce the likelihood of unexpected outages and improve community safety.

To the extent LED lighting replacements occur under this agreement, the work supports the City's Climate Action Plan (CAP 2.0), specifically "Materials & Consumption Strategy MC-2: Enhance sustainable production and reduce consumption."

OUTREACH

The Request for Bids was publicly advertised with City purchasing requirements. A mandatory pre-bid conference was held to provide project information and ensure all bidders had equal access to the same information.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan goal of *Investing in Our Environment*: Strategy 7 — continue to invest in parks, bicycle, and pedestrian infrastructure, and public art to improve traffic safety, promote climate resilience, and increase equitable access to cultural and recreational opportunities.

FISCAL IMPACT

The total not-to-exceed amount for the agreement for the remainder of FY 2025/26 and the subsequent three-year fiscal term from FY 2026/27 through FY 2028/29 is $2,175,000, including approximately $75,000 in FY 2025/26 and an annual not-to-exceed amount of $400,000 in FY 2026/27, FY 2027/28, and FY 2028/29, and an annual not-to-exceed amount of $450,000 per year if the two additional one-year extensions are exercised, not to exceed five years.

Funding for the agreement is budgeted and available in the Internal Services Fund (519), Streetlight Pole Replacement (51940135–430107 & 440104), and Special Revenue Fund (128) for Hacienda Business Park Association (12840103–420101 & 440104). Services will be performed on a time-and-material or task-authorization basis as authorized by the Public Works Department.

Prepared by:	Submitted by:	Approved by:
Tamara Baptista		
Tamara Baptista, Assistant Dir. of Public Works - Operations & Maintenance	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Maintenance and Trade Services Agreement with Advanced Lighting Services, Inc

MAINTENANCE AND TRADE SERVICES AGREEMENT

FOR STREETLIGHT POLE TESTING & REPLACEMENT PROJECT RFB PWD 26.402

THIS AGREEMENT is made and entered into this 21st day of April 2026, between **Advanced Lighting Services, Inc.** ("Contractor"), a California Corporation, whose address is 2010 Crow Canyon Place, Suite 100, San Ramon, CA 94583, and the **CITY OF PLEASANTON**, a municipal corporation ("City").

RECITALS

A. Contractor has submitted a proposal in response to the City of Pleasanton's Request for Bids **(RFB) PWD 26.402** and is qualified and experienced in performing streetlight pole testing and replacement services, which includes public streets, parking lots, and pedestrian pathway lights for the City's traffic and safety sections as set forth in **Exhibit A** of this Agreement.

B. City finds it necessary and advisable to obtain work or services from Contractor on both a scheduled basis as set forth in RFB PWD 26.402, as well as on an as-needed basis for potential unscheduled work, including but not limited to urgent requests by the City or a declaration of an emergency by local or state officials, described therein.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Term**. The term of this Agreement commences on the date written above and will expire on June 30, 2029 unless the parties agree to extend the Agreement for an additional two (2) one-year terms, not to exceed five (5) years total for this Agreement, not to go beyond April 21, 2031.

2. **Services to be performed**. Contractor shall perform, or cause to be performed, the work or services described in **Exhibit A**. This Agreement does not obligate the City to utilize Contractor exclusively for such work or services.

a. Task Authorization – For all scheduled service replacements (only) Contractor will submit a written estimate detailing the cost to perform the requested work or services, the City will then issue a Task Authorization letter as a guide for reimbursement once the scheduled work is completed and to the satisfaction of the City. If authorized work exceeds the initial estimate or City requests additional services, Contractor is to notify the City of the additional cost and the City will provide an amended Task Authorization. No work shall be performed unless approved by the City's designated project manager.

3. **Compensation**. Total compensation pursuant to this Agreement shall not exceed **$1,275,000,** with a not to exceed amount of $75,000 for fiscal year 2025/26, and an annual not to exceed amount of $400,000 for each pursuant fiscal year through FY 2028/29. Rates shall be as set forth

in **Exhibit B**. For the subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.

a. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City.

b. If the prevailing wage for crafts or classifications subject to this Agreement change during the term of this Agreement, the City will accept corresponding increases in Contractor's hourly rates when sufficient documentation is received from the Contractor and verified with the Department of Industrial Relations.

4. **Indemnification**. Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnities"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or omission, whether alleged or actual, regarding the work or services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify Indemnities from claims arising from the sole negligence or willful misconduct of Indemnities. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used, constitutes an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.

5. **Insurance**. During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies.

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least $2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insured's under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than $2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least $1,000,000.

For work or services deemed public works, by signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the 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."

d. Certificate of Insurance. Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees, and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.

6. **Independent Contractor**. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors and personnel of subcontractors, are not and shall not be employees of the City.

7. **Contractor's Warranty**. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

8. **Labor Code/Prevailing Wages.** The work performed under this Agreement is a "public work" and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be available for inspection. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

   To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. **Notices.** All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

   To Contractor: _____
   _____
   _____
   _____

   To City: City Manager
   City of Pleasanton
   P.O. Box 520
   Pleasanton, CA 94566

10. **Conflict of Interest.** In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. Contractor certifies that no City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor agrees to advise City if any conflicts arise.

11. **Miscellaneous Provisions.**

    a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of work or services already completed by Contractor as approved by City.
    b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.

c. Contractor shall not assign or transfer this Agreement.
d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
e. This Agreement constitutes the entire understanding of the parties.
f. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
g. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
h. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
i. The Contractor will permit the City to audit, examine, and make copies of all contracts, invoices, payrolls, and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
j. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
k. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

_____
Gerry Beaudin, City Manager

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

CONTRACTOR

By: _____
Signature

_____
Print name

Title: _____

[If Contractor is a corporation, signatures must comply with California Corporations Code §313]

_____
Signature

_____	_____
Daniel Sodergren, City Attorney	Print name
	Title: _____

EXHIBIT A
SCOPE OF WORK

ACCOUNT MANAGER/SUPPORT STAFF

Contractor shall provide a dedicated and competent account manager who shall be responsible for the City account/contract. The account manager shall receive all orders from the City and shall be the primary contact for all issues regarding Bidder's response to this RFB and any contract which may arise pursuant to this RFB.

The Contractor shall also provide adequate, competent support staff that shall be able to service the City during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, services/products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

All work to be performed shall be in accordance with the City of Pleasanton Standard Specifications and Details* dated July 2024, and shall be overseen by the Streets Division Supervisor or his designee (all references hereafter to the Streets & Traffic Safety Division Supervisor shall include his designee).

MISCELLANEOUS PROVISIONS

Contractor shall review traffic control restrictions that may impact the allowable working hours in a given area.

Contractor shall be allowed to use the City's Operations Service Center at 3333 Busch Road, Pleasanton, for material storage. Prior to use, approval must be granted by the Operations and Maintenance Manager.

DISPOSAL & HAULING OF UNWANTED MATERIALS

The contractor will be responsible for the disposal and hauling away any poles that have been designated for replacement, including traffic accident knock downs, request for replacement, routine replacement, or project-based pole replacements at no additional cost to the city.

WARRANTY SERVICE

During the period of warranty, contractor is expected to make all communications between manufacturer, installing contractor and the City's Staff regarding any warranty service. Contractor shall notify the City Staff of any undue delays in response by the manufacturer or installation contractor and details of each incident.

TRAFFIC CONTROL

When working in street locations and transporting equipment on public streets, the Contractor shall comply with the California State Vehicle Code. Contractors are required to provide all safety cones, sign boards, arrow boards, and other appropriate measures and equipment as prescribed by the California

Manual on Uniform Traffic Control Devices (CA-MUTCD) for traffic control. Contractor should conduct its operations to cause the least possible obstruction and inconvenience to public traffic. To the greatest extent possible, all traffic shall be permitted to pass through the work area. For work requiring traffic control, the Contractor must submit a traffic control plan to the City of Pleasanton Public Works Department for approval 72 hours prior to the scheduled work.

Work involving single-lane closures on major arterials, including Foothill Road, Hopyard Road, Santa Rita Road, Bernal Avenue, Sunol Boulevard, First Street, Stanley Boulevard, Vineyard Avenue, Stoneridge Drive, Stoneridge Mall Road, Hacienda Drive, Valley Avenue, and Owens Drive, will be restricted to 9:30 am to 3:00 pm. Pedestrian and driveway access must be maintained at all times.

VEHICLE/UNIFORMS/EQUIPMENT

All Vehicles utilized by the contractor shall have wording which clearly identifies the contractor/company.

All employees on site are to wear clothing which clearly identifies the contractor/company.

Transportation of equipment on public streets shall comply with California State Vehicle Code with Department of Transportation, and under the guidance of California Environmental Protection Agency Department of Toxic Substances Control (DTSC).

SAFETY TRAINING/PROCEDURES

Before commencing any work under this Agreement, the Contractor shall submit a comprehensive, written Safety Training and Procedures Program for review and acceptance by the City of Pleasanton. The program shall demonstrate full compliance with all applicable federal, state, and local safety regulations, including but not limited to the California Occupational Safety and Health Act (Cal/OSHA), Title 8 of the California Code of Regulations, and applicable Federal OSHA standards.

At a minimum, the Contractor's safety program shall address training, policies, and procedures applicable to the scope of work identified in this RFB, including but not limited to fire alarm inspection, testing, maintenance, repair, system installation, and interaction with building systems within occupied City facilities.

<u>Required Safety Program Elements</u>

The Contractor's safety program shall include, but not be limited to, the following components:

1. General Safety Compliance
    - A written Injury and Illness Prevention Program (IIPP) compliant with Cal/OSHA requirements
    - Employee safety orientation and job-specific training documentation
    - Hazard identification, mitigation, and reporting procedures
    - Emergency response and incident reporting protocols

2. Hazardous Materials and Chemical Safety
    - A Hazard Communication Program, including employee training on Safety Data Sheets (SDS/MSDS)

- Proper handling, storage, and disposal of batteries, electronic components, and other hazardous materials
- Spill prevention and response procedures

3. Electrical and Life-Safety System Work
   - Electrical safety training applicable to low-voltage and associated electrical systems
   - Lockout/Tagout (LOTO) procedures for work involving energized or potentially energized systems
   - Safe work practices for fire alarm control panels, devices, power supplies, and interface equipment

4. Confined Space and Elevated Work
   - Confined space awareness and entry procedures, where applicable
   - Ladder safety, lift safety, and fall protection training
   - Safe access and egress procedures for work above ceilings and within mechanical or electrical rooms
5. Fire and Building Occupant Safety
   - Procedures to prevent false alarms and unintentional system activation
   - Coordination protocols with City staff before system testing, shutdowns, or impairments
   - Measures to ensure continuity of fire protection during maintenance and repair activities

6. Personal Protective Equipment (PPE)
   - Identification and use of appropriate PPE for all assigned work activities
   - Training on PPE selection, inspection, use, and maintenance

7. Worksite Conduct and Public Facility Safety
   - Housekeeping standards to prevent trip hazards and maintain clear egress paths
   - Traffic and pedestrian safety controls when work is performed near public access areas

Documentation and Compliance

The Contractor shall maintain all safety training records and make them available to the City upon request. No work shall commence until the City has reviewed and accepted the Contractor's safety training documentation. The Contractor is responsible for ensuring that all employees and subcontractors performing work under this Agreement are properly trained and remain in compliance with safety requirements throughout the duration of the contract.

Failure to comply with safety requirements may result in suspension of work, corrective action, or termination of the Agreement.

The Contractor must provide a copy of its safety training program, including (but not limited to) training related to hazardous materials, SDS/MSDS, safety procedures, and safe work practices, prior to performing any services under this Agreement.

DAMAGES

All damage to turf, (rutting, etc.) sprinklers, irrigation systems, hardscape, plants, or other park components shall be reported by Contractor to the City. If the damage was caused by the Contractor, the items will be repaired by the City and billed to the Contractor.

INVOICE STRUCTURE

Method of Payment

Invoices submitted to the City for payment shall include a detailed, itemized description of all work performed in accordance with the Contractor's bid submittal and the terms of this Agreement. Each invoice must, at a minimum, include:

- Location(s) where work was performed
- Description of services provided
- Number of personnel utilized
- Hours worked by each classification
- Type and duration of equipment used
- Materials furnished

All supporting documentation, including supplier invoices, receipts, and rental agreements, shall be provided with each invoice. Rental equipment charges must be clearly identified, and any applicable markups shall be disclosed. All labor and equipment rates billed must match the current rate sheet approved under this Agreement. Invoices that do not meet these requirements may be returned for correction and resubmittal.

Ultrasonic Pole Testing

Upon request by the City, the Contractor shall perform ultrasonic testing on designated streetlight poles and provide inspection reports for each pole tested. The ultrasonic testing equipment and methodology shall be capable of identifying:

- The length of defects
- The lateral location of defects
- The depth of defects

A written inspection report for each tested pole shall be submitted to the City no later than seventy-two (72) hours following completion of the inspection, unless otherwise approved by the City in writing.

Time and Materials – Pole Replacement

Upon request by the City, the Contractor shall perform streetlight pole replacement services on a scheduled basis in accordance with the City's approved replacement plan. The City estimates between twenty and twenty-five streetlight poles will be replaced annually each for both the City and HBP.

All labor, equipment, and materials required to remove an existing pole, install a replacement pole, and restore the streetlight to full and proper operation shall be performed on a time-and-materials basis or under a proposal approved by the City, as directed.

The Contractor shall also provide pricing for emergency knockdown pole replacement using like materials and shall be capable of completing such replacements within twenty-four (24) hours of notification by the City.

BID FORM / RATE SHEET (EXHIBIT B)

(Required)

Fill in the rates below for each of the following years, the City works on a Fiscal Year thus first table will only be through June 30, 2026. This will provide the cost structure for pole testing and pole replacement. Hourly rates shall include all taxes, overhead, travel expenses, and is the cost the City will pay for the term of this agreement. For Markups on materials, rentals and/or potential sub-contractors, rates will remain the same throughout the term of the Agreement.

***SPECIAL NOTE:** If additional classifications need to be added on either labor and/or equipment, please feel free to expand the forms or submit separate rate sheets but make sure you include rates for the next three years.

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

RATES - FY 25/26 (May 1, 2026 - June 30, 2026)

Item No.	Job Description	Regular Rate	Overtime Rate	*Emergency Callout
1.	Crew Leader/ Foreperson	$ 155.00	$ 310.00	$ 310.00
2.	Journey Person	$ 145.00	$ 280.00	$ 280.00
3.	Laborer/Apprentice	$ 92.00	$ 184.00	$ 184.00
4.	Ultrasonic Pole Testing - per pole (upon request)	$ 70.00	$ 105.00	$ 105.00
5.	**Other (Fill in):**	$ 0.00	$ 0.00	$ 0.00

RATES - FY 26/27 (July 1, 2026 - June 30, 2027)

Item No.	Job Description	Regular Rate	Overtime Rate	*Emergency Callout
1.	Crew Leader/ Foreperson	$ 164.00	$ 327.00	$ 327.00
2.	Journey Person	$ 153.00	$ 295.00	$ 295.00

3.	Laborer/Apprentice	$ 97.00	$ 194.00	$ 194.00
4.	Ultrasonic Pole Testing - per pole (upon request)	$ 74.00	$ 111.00	$ 111.00
5.	**Other (Fill in):**	$ 0.00	$ 0.00	$ 0.00

RATES - FY 27/28 (July 1, 2027 - June 30, 2028)

Item No.	Job Description	Regular Rate	Overtime Rate	*Emergency Callout
1.	Crew Leader/ Foreperson	$ 173.00	$ 345.00	$ 345.00
2.	Journey Person	$ 162.00	$ 311.00	$ 311.00
3.	Laborer/Apprentice	$ 103.00	$ 205.00	$ 205.00
4.	Ultrasonic Pole Testing - per pole (upon request)	$ 78.00	$ 117.00	$ 117.00
5.	**Other (Fill in):**	$ 0.00	$ 0.00	$ 0.00

RATES - FY 28/29 (July 1, 2028 - June 30, 2029)

Item No.	Job Description	Regular Rate	Overtime Rate	*Emergency Callout
1.	Crew Leader/ Foreperson	$ 173.00	$ 345.00	$ 345.00
2.	Journey Person	$ 162.00	$ 311.00	$ 311.00
3.	Laborer/Apprentice	$ 103.00	$ 205.00	$ 205.00
4.	Ultrasonic Pole Testing - per pole (upon request)	$ 78.00	$ 117.00	$ 117.00
5.	**Other** (Fill **in):**	$ 0.00	$ 0.00	$ 0.00

Materials/Rentals/Sub-Contractors Markup Rates

Description/Category	**Example**	**Mark-Up**
Streetlight Pole	Invoicing must be demonstrated as a percentage. Example: Material $1 000 + 10% ($100) = $1,100	15 %
Materials	Invoicing must be demonstrated as a percentage. Example: Material $1 000 + 10% ($100) = $1,100	15 %
Rental of Equipment	Invoicing must be demonstrated as a percentage. Example: Rental $1,000 + 10% ($100) = $1.100	15 %
Sub-Contractor	Invoicing must be demonstrated as a percentage. Example: Sub-Contractor cost $10,000 + 10% ($1 000) = $11 000	15 %

Special Notes: To be reimbursed for Materials/Rentals, receipts must be included. Markup Rates do not fluctuate, remain the same for the terms of the Agreement.

*VEHICLE/EQUIPMENT LIST - Hourly Rates

	DESCRIPTION: MAKE, MODEL, & STYLE	FY 25/26	FY 26/27	FY 27/28	FY 28/29
1.	Aerial/Bucket Truck: International Altec LS40	$ 110.00	$ 116.00	$ 123.00	$ 130.00
2.	Crane Truck: International Altec Digger Derick	$ 175.00	$ 185.00	$ 195.00	$ 206.00
3.	Miscellaneous: Vans and Pickups	$ 95.99	$ 102.00	$ 108.00	$ 114.00

*Fill in all vehicles and equipment that will be charged for all additional services



International Altec LS40



International Altec Digger Derick



Ford Transit Van

See testing equipment in detail below - not included in list above, since no additional charge. (Per * statement above)

B. David Taylor

Company Name: Advanced Lighting Services, Inc. Date: 3/2/2026

Contact Name: B. David Taylor Signature:

Email: david@advancedlightingservices.com Title: President

CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Operations Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO A MAINTENANCE AND TRADE SERVICES AGREEMENT WITH TRI-SIGNAL INTEGRATION, INC. FOR FIRE ALARM MAINTENANCE, MONITORING, INSPECTION/TESTING, AND REPAIR SERVICES, IN A TOTAL NOT-TO-EXCEED AMOUNT OF $440,000 FOR THE REMAINDER OF FISCAL YEAR (FY) 2025/26 THROUGH FY 2028/29, WITH THE OPTION FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS

SUMMARY

The City of Pleasanton owns and operates 31 municipal facilities equipped with fire alarm and fire suppression systems that require routine inspection, testing, monitoring, and maintenance to ensure compliance with the National Fire Protection Association (NFPA 72), the California Fire Code, and other applicable regulations. Maintaining these life-safety systems is critical to protecting occupants, ensuring regulatory compliance, and supporting uninterrupted City operations.

On January 28, 2026, the City issued Request for Bids (RFB No. PWD 26.401) for fire alarm maintenance, monitoring, inspection/testing, and repair services. Consistent with the RFB's evaluation criteria, Tri-Signal Integration, Inc. was determined to be the best-value bidder, based on responsiveness to bid requirements and demonstrated qualifications, experience, and cost.

Staff recommends approval of an agreement for services for the remainder of FY 2025/26 and a subsequent three-year fiscal term for FY 2026/27 through FY 2028/29, in a total not-to-exceed amount of $440,000, with the option for two additional one-year extensions up to five years, subject to satisfactory performance and budget appropriation.

RECOMMENDATION

1. Authorize the City Manager to enter into a Maintenance and Trade Services Agreement with Tri-Signal Integration, Inc. for fire alarm maintenance, monitoring, inspection/testing, and repair services (RFB No. PWD 26.401) in a total not-to-exceed amount of $240,000 for the remainder of FY 2025/26 through FY 2028/29.
2. Authorize the City Manager to exercise up to two (2) additional one-year extensions up to five years through April 21, 2031, subject to satisfactory performance, budget appropriation, and an annual amount not to exceed $100,000, including inflation, without going back to the City Council.

BACKGROUND

The City is responsible for maintaining fire alarms and associated fire suppression systems at critical facilities citywide, including but not limited to the Police Department, five Fire Stations,

Civic Center, Senior Center, Veterans Memorial Building, Pleasanton Library, Operations Service Center, Firehouse Arts Center, Dolores Bengston Aquatic Center (DBAC), and Alviso Adobe Community Park.

These systems must be routinely inspected, tested, and maintained in accordance with NFPA 72, NFPA 25, the California Fire Code, and other applicable regulations.

The required services include 24/7 monitoring, quarterly and annual inspections and testing, preventive maintenance, and on-call repair services. Facilities, including the Operations Service Center, Library, and Police Department, will be incorporated into the agreement as upgrades are completed.

Tri-Signal Integration, Inc. was selected as the best-value bidder based on the evaluation criteria and the firm's responsiveness to the bid requirements, demonstrated qualifications, experience, and cost.

DISCUSSION

The proposed agreement provides comprehensive fire alarm services at City facilities, including inspection, testing, maintenance, monitoring, and repair. Tri-Signal Integration, Inc. was determined to be the lowest responsive and responsible bidder and demonstrated the ability to provide NFPA-compliant inspections and testing; provide preventive maintenance and component repairs; respond to emergencies 24/7; deliver continuous UL 827-compliant monitoring and alarm coordination; and support system upgrades and code compliance in coordination with the Fire Marshal.

Fire alarm systems are a critical life-safety infrastructure. Ongoing maintenance helps protect occupants and staff, supports regulatory compliance, reduces liability and risk exposure, and improves the reliability of City facilities and services. Given the age of certain facilities and ongoing modernization efforts, a qualified contractor is essential to sustain long-term system performance and asset reliability.

EQUITY AND SUSTAINABILITY

This agreement supports equitable access to safe public facilities by ensuring that City buildings, including public safety, recreation, and community service buildings, remain protected by fully functional life-safety systems. Maintaining code-compliant fire alarm systems promotes long-term infrastructure reliability and risk reduction.

OUTREACH

The Request for Bids was publicly advertised on the City's website and BidNet Direct. A mandatory pre-bid conference was held to provide project information and ensure all bidders had equal access to the same information.

STRATEGIC PLAN ALIGNMENT

Approval of this action supports the citywide ONE Pleasanton Strategic Plan goal of *Investing in Our Environment* by maintaining safe, reliable, and well-managed public facilities and infrastructure.

FISCAL IMPACT

The total not-to-exceed amount for the agreement for the remainder of FY 2025/26 and the subsequent three-year fiscal term from FY 2026/27 through FY 2028/29 is $440,000, including approximately $15,000 in FY 2025/26 and an annual not-to-exceed amount of $75,000 in FY 2026/27, FY 2027/28, and FY 2028/29, and an annual not-to-exceed amount of $100,000 if the two additional extensions are exercised, not to exceed five years.

Funding for the agreement is included in the General Fund Facilities Maintenance & Operations operating budget (00140301-420101 and 00140301-430107), Miscellaneous Repairs and Maintenance Contracts, and Contract Services. Additional funding is available through the Internal Services Fund, Facilities Renovations and Replacement (51540132-430107).

Prepared by:	Submitted by:	Approved by:
Tamara Baptista		
Tamara Baptista, Assistant Dir. of Public Works - Operations & Maintenance	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Maintenance and Trade Services Agreement with Tri-Signal Integration, Inc

MAINTENANCE AND TRADE SERVICES AGREEMENT

FOR FACILITIES FIRE ALARM MAINTENANCE, MONITORING, ISPECTION/TESTING & REPAIR SERVICES RFB PWD 26.401

THIS AGREEMENT is made and entered into this 21st day of April 2026, between **Tri-Signal Integration, Inc.** ("Contractor"), a California Corporation, whose address is 530 McCormick Street, San Leandro, CA 94577, and the **CITY OF PLEASANTON**, a municipal corporation ("City").

RECITALS

A. Contractor has submitted a proposal in response to the City of Pleasanton's Request for Bids **(RFB) PWD 26.401** and is qualified and experienced in providing inspection, testing, maintenance, monitoring, and repair services for the City's fire alarm systems as set forth in **Exhibit A** of this Agreement.

B. City finds it necessary and advisable to obtain work or services from Contractor on both a scheduled basis as set forth in **RFB PWD 26.401**, as well as on an as-needed basis for potential unscheduled work om a time and materials basis as set forth in **Exhibit B**, including but not limited to urgent requests by the City or a declaration of an emergency by local or state officials, described therein.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Term**. The term of this Agreement commences on the date written above and will expire on June 30, 2029, unless the parties agree to extend the Agreement for an additional two (2) one-year terms, not to exceed five (5) years total, not to go beyond April 21, 2031.

2. **Services to be performed**. Contractor shall perform, or cause to be performed, the work or services described in **Exhibit A**. This Agreement does not obligate the City to utilize Contractor exclusively for such work or services.

   a. Task Authorization. For all unscheduled service repairs (only) Contractor will submit a written estimate detailing the cost to perform the requested work or services. The City will then issue a Task Authorization letter as a guide for reimbursement once the scheduled work is completed to the satisfaction of the City. If authorized work exceeds the initial estimate or the City requests additional services, Contractor is to notify the City of the additional cost, and the City will provide an amended Task Authorization. No work shall be performed unless approved by the City's designated project manager.

3. **Compensation**. Total Cumulative Compensation pursuant to this Agreement shall not exceed **$240,000,** with an estimated breakdown of $15,000 for the remainder of fiscal year 2025/26, and an annual amount of $75,000 for each pursuant fiscal year through FY 2028/29**.** Rates shall be as set forth in **Exhibit B**. For the subsequent years of the Agreement, the cost of each one-year term

may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.

a. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City.

b. If the prevailing wage for crafts or classifications subject to this Agreement changes during the term of this Agreement, the City will accept corresponding increases in Contractor's hourly rates when sufficient documentation is received from the Contractor and verified with the Department of Industrial Relations.

4. **Indemnification**. Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnities"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or omission, whether alleged or actual, regarding the work or services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify Indemnities from claims arising from the sole negligence or willful misconduct of Indemnities. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used, constitutes an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.

5. **Insurance**. During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies.

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least $2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees, and agents are named additional insured's under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than $2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least $1,000,000.

For work or services deemed public works, by signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the 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."

d. Certificate of Insurance. Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

e. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.

6. **Independent Contractor**. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors and personnel of subcontractors, are not and shall not be employees of the City.

7. **Contractor's Warranty**. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.

8. **Labor Code/Prevailing Wages.** The work performed under this Agreement is a "public work" and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be available for inspection. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

   To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 (regarding posting wage determinations at each job site); section 1776 (regarding the certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

9. **Notices.** All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

   To Contractor: _____
   _____
   _____
   _____

   To City: City Manager
   City of Pleasanton
   P.O. Box 520
   Pleasanton, CA 94566

10. **Conflict of Interest.** In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any person having such an interest. Contractor certifies that no City officer, employee, or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor agrees to advise City if any conflicts arise.

11. **Miscellaneous Provisions.**

    a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of work or services already completed by Contractor as approved by City.
    b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.

c. Contractor shall not assign or transfer this Agreement.
d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
e. This Agreement constitutes the entire understanding of the parties.
f. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
g. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
h. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
i. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
j. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
k. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

_____
Gerry Beaudin, City Manager

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

CONTRACTOR

By: _____
Signature

_____
Print name

Title: _____

[If Contractor is a corporation, signatures must comply with California Corporations Code §313]

_____
Signature

_____	_____
Daniel Sodergren, City Attorney	Print name
	Title: _____

EXHIBIT A - SCOPE OF SERVICES/WORK

All services shall be performed in accordance with the National Fire Protection Association (NFPA) 72 – National Fire Alarm and Signaling Code (most recently adopted edition), the California Fire Code, and all other applicable federal, state, and local regulations. The City owns and maintains 31 public facilities equipped with fire alarm panels and wet pipe fire suppression systems.

The City is currently upgrading several key facility systems—specifically at the OSC, Library, and Police Department—as part of a multi-phase modernization effort. These sites will receive new, fully integrated fire alarm systems once the installations are complete and operational.

Contractor shall possess a valid C-10 (electrical) license, and for monitoring, must be a (ACO) Alarm Company Operator, which must be maintained through the term of this agreement.

All work to be performed shall be in accordance with the City of Pleasanton Standard Specifications and Details* dated July 2024 and shall be overseen by the Operations and Maintenance Division Manager or his designee (all references hereafter to the Division Manager shall include his designee).

Services/Work to Be Provided
The Contractor shall furnish all qualified personnel, supervision, tools, test instruments, transportation, and materials necessary to perform the following services:

1. Inspection, Testing, and Maintenance (Preventive Maintenance)
    a. Conduct quarterly and annual inspections and testing of all fire alarm systems per NFPA 72 and manufacturer specifications.
    b. Test fire alarm devices and appliances, including smoke detectors, heat detectors, duct detectors, horns, strobes, and interface relays.
    c. Conduct annual testing of all wet pipe fire suppression systems in accordance with NFPA 25.
    d. Complete all NFPA-required reports and submit to both the Authority Having Jurisdiction (AHJ) and the City's Operations Services Division.
2. Maintenance & Repairs
    a. Provide routine maintenance, repairs, and adjustments to ensure reliable communication between panels, monitoring centers, and field devices.
    b. Replace defective components, including panels, batteries, devices, or communication modules, as needed.
    c. Provide a 24-hour on-call emergency repair response when notified by the City.
    d. Perform battery maintenance and system verification testing following any repairs.
3. System Upgrades & Installation
    a. Install new or replacement fire alarm control panels as required to maintain compliance with current codes.
    b. Be capable of working on wireless reporting and notification systems approved for fire alarm use.
    c. Develop plans and documentation for approval by the Fire Marshal for new or replacement installations.
    d. Provide final testing and certification after each system modification.
4. Continuous Monitoring 24/7

a. Provide Continuous Monitoring with UL 827 Compliant Central Station monitoring service for Fire Alarm, supervisory, and trouble signals.
b. Signal Reception with an ability to receive signals from various sources (IP, cellular, radio, traditional dialers).
c. Emergency response with an immediate verification of alarms and dispatch of emergency services to local fire and/or police.
d. System maintenance with testing of the monitoring system (quarterly and annually) and repair services.
e. Provide reporting with detailed logs of faults, tests, and event history.

Materials and Disposal Requirements
The Contractor shall furnish, as part of this agreement, all necessary materials, equipment, and supplies required for the inspection, testing, and maintenance of fire alarm systems.

- All construction debris, defective parts, or waste materials shall be removed daily and disposed of in accordance with all applicable federal, state, and local laws
- There shall be no additional charge to the City for waste removal or disposal
- Work sites shall be kept clean and free of hazards at all times

Fire Sprinkler Discharge Water
Prevent discharge of water from fire sprinkler system maintenance and testing activities to the storm drain system. AFS water is from a potable water source and therefore contains chloramines, which are toxic to aquatic organisms. To comply with Pleasanton Municipal **Revised** Code §9.14.120 – ***Reduction of Pollutants in Storm Water, use the following guidelines:***

- Do NOT discharge water from fire sprinkler testing or maintenance activities into a storm drain or into an area that will discharge into a storm drain
- Discharge all fire sprinkler discharge water to the sanitary sewer system

If it is not practical or feasible to discharge to the sanitary sewer, AFS water may be discharged to a landscaped area, using all of the following controls:

- To the greatest extent possible, a landscape area shall be found with sufficient capacity to contain the AFS discharge without eroding the surface and discharging sediment across pedestrian areas
- The AFS discharge water shall flow through a mat containing sodium thiosulfate tablets (or equivalent) before flowing to a landscaped area in case some of the water overflows to the storm drain or MS4. Discharges to the storm drain or MS4 are not allowed if the AFS water contains visible amounts of suspended material/dirt/oxidation.
- An energy dissipation device shall be employed as needed to prevent harm to the landscape and prevent sediment loss and runoff to the storm drain.
- If AFS water contains visible amounts of suspended solids (oxidized materials/dirt/etc), fire system discharge must be contained and discharged to the sanitary sewer. All AFS water must be contained in an appropriate tank or tanker truck. Collected AFS discharge water shall be lawfully discharged in the sanitary sewer at a rate not to exceed the hydraulic capacity or causing a sanitary sewer overflow.
- Fire sprinkler discharge water may be released into a vegetated area under the following conditions:

- Infiltrate flows into a suitable landscape area without causing erosion or runoff
- All storm drain drop inlets (SDDI) in the immediate area must be covered/protected with filter device to prevent sediment runoff from entering SDDI
- If runoff occurs with visible amounts of suspended solids (oxidized material/dirt/etc.) all water must be captured and returned to vegetated area
- All debris carried by the runoff must be recovered

Corrective Maintenance Services (As Needed)

- Corrective maintenance includes any repairs or adjustments identified during inspections or reported by City staff
- Work shall be performed on a time-and-materials basis
- Minor corrective actions should be completed the same day while on site
- For major repairs requiring parts orders, the Contractor shall provide an estimated completion date and communicate progress updates until resolved
- All new components shall include owner manuals and warranty documentation

Hours of Service

Work shall be scheduled to minimize disruption to City operations, events, or public activities. Contractor must coordinate scheduling with the City's Facilities representative prior to performing any work at occupied sites.

Addition or Removal of Facilities

The City reserves the right to add or remove facilities and associated systems from this agreement with a 30-day written notice. Adjustments will be made in accordance with the Contractor's approved rate schedule. Any scope additions beyond standard maintenance shall require a written proposal and authorization by the City.

Contractor's Employees

- All employees must be properly licensed, certified, and identifiable by company uniform, badge, and vehicle signage
- Employees must carry valid identification and maintain a professional appearance at all times
- Only authorized employees shall perform services under this contract

Work at the Police Department

Due to the sensitive nature of operations at the Pleasanton Police Department (PPD):

- All personnel assigned to this facility must complete background checks through the Department of Justice and Department of Homeland Security
- Fingerprinting appointments must be scheduled at least two weeks before work begins
- Unauthorized personnel are strictly prohibited from entering secured areas

Proximity ID Cards & Keys

Most buildings are fitted with a City Proximity (Prox) card system that allows access without keys. Internal doors will require a key for individual room access.

An alarm access code and photo ID Prox Card will be issued to each employee. These are issued to the individual and MUST NOT BE SHARED. Sharing of alarm codes or Prox cards is grounds for immediate termination of the contract.

The Contractor shall be responsible for completing a Prox Card Request form for each employee (provided by the City) to ensure that each employee is photographed and that a Prox ID card is issued before their work in the city can begin. The Contractor shall also notify the City immediately upon an employee's termination and submit the Prox ID card for destruction. The Contractor shall provide an annual staff roster to ensure only those currently employed by the Contractor have access to city facilities.

Non-employees or family members will NOT be allowed in any City facility at any time. Only authorized Contractor employees may be present during hours of service.

Non-Employee Access
Non-employees, subcontractors not pre-approved by the City, and family members are not permitted within City facilities at any time. Only authorized Contractor employees actively performing work under this agreement may be present on site.

SAFETY TRAINING/PROCEDURES

Prior to commencing any work under this Agreement, the Contractor shall submit a comprehensive written Safety Training and Procedures Program for review and acceptance by the City of Pleasanton. The program shall demonstrate compliance with all applicable federal, state, and local safety regulations, including but not limited to the California Occupational Safety and Health Act (Cal/OSHA), Title 8 of the California Code of Regulations, and applicable federal OSHA standards.

At a minimum, the Contractor's safety program shall address training, policies, and procedures applicable to the scope of work described in this RFP, including fire alarm inspection, testing, maintenance, repair, system installation, and interaction with building systems in occupied City facilities.

The safety program shall include, but not be limited to, the following elements:

General Safety Compliance

- A written Injury and Illness Prevention Program (IIPP) compliant with Cal/OSHA requirements
- Employee safety orientation and job-specific training documentation
- Hazard identification, mitigation, and reporting procedures
- Emergency response and incident reporting protocols

Electrical & Life-Safety System Work

- Electrical safety training applicable to low-voltage and associated electrical systems
- Lockout/Tagout (LOTO) procedures when working on energized or potentially energized systems
- Safe work practices for fire alarm control panels, devices, power supplies, and interface equipment

Confined Space & Elevated Work

- Confined space awareness and entry procedures where applicable
- Ladder safety, lift safety, and fall protection training
- Safe access and egress procedures for work above ceilings and in mechanical or electrical rooms

Fire & Building Occupant Safety

- Procedures to prevent false alarms and unintentional system activation
- Coordination protocols with City staff prior to system testing or impairment
- Measures to ensure continuity of fire protection during maintenance and repair activities

Personal Protective Equipment (PPE)

- Identification and use of appropriate PPE for all work activities
- Training on PPE selection, inspection, and maintenance

Worksite Conduct & Public Facility Safety

- Safe work practices in occupied facilities, including Police Department and other secure locations
- Housekeeping standards to prevent trip hazards and maintain clear egress paths
- Traffic and pedestrian safety controls when work occurs near public access areas

The Contractor shall maintain all safety training records and make them available to the City upon request. No work shall begin until the City has received and accepted the Contractor's safety training documentation. The Contractor shall ensure all employees and subcontractors performing work under this Agreement are properly trained and will remain in compliance with safety requirements for the duration of the contract.

Failure to comply with safety requirements may result in suspension of work, corrective action, or termination of the Agreement.

EXHIBIT B – RATE SHEET

	QUARTER 1 FY26 April 2026 - June 30, 2026	Fire Alarm Panel	Sprinkler System	Annual Fire Alarm Test	Semi-Annual Water Flow Test	Annual Sprinkler Inspection Test	Quarterly Visual Sprinkler Inspection	UL Monitoring Station		Inspection Cost	Cellular Monitoring Cost	Total Annual Cost for Testing	Total Annual Cost for Site
1	Alviso Adobe – Milking Barn 3465 Old Foothill Road	YES	YES	YES	YES	YES	YES	YES		314.75	105	314.75	419.75
2	Civic Center – Annex 123 Main Street	NO	YES	NO	NO	YES	YES	No		288.5	0	288.5	288.5
3	Civic Center 200 Old Bernal Avenue	YES	YES	YES	YES	YES	YES	YES		341	105	341	446
4	Dolores Bengtson Aquatic Center 4455 Black Avenue	YES	YES	YES	YES	YES	YES	YES		341	105	341	446
5	Fire Station #1 3560 Nevada Road	YES	YES	YES	YES	YES	YES	YES		393.5	105	393.5	498.5
6	Fire Station #2 6300 Stoneridge Mall Road	YES	YES	YES	YES	YES	YES	YES		341	105	341	446
7	Fire Station #3 3200 Santa Rita Road	YES	YES	YES	YES	YES	NO	YES		629.5	157.5	629.5	787
8	Fire Station #4 1600 Oak Vista Way	YES	YES	YES	YES	YES	YES	YES		341	105	341	446
9	Fire Station #5 1200 Vineyard Place	NO	YES	NO	NO	YES	YES	YES		183.5	105	183.5	288.5
10	Firehouse Arts Center 4444 Railroad Avenue	YES	YES	YES	YES	YES	YES	YES		341	105	341	446
11	Gingerbread Preschool 4333 Black Avenue	YES	NO	YES	NO	NO	NO	YES		131.25	105	131.25	236.25
12	Museum on Main 603 Main Street	YES	NO	YES	NO	NO	NO	YES		131.25	105	131.25	236.25
13	*OSC – Admin 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
14	*OSC – Parks 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
15	*OSC – Streets & Traffic Safety 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
16	*OSC – Facilities/Fleet 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
17	*OSC – Sewer/ ESD 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
18	*OSC – Water 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
19	*OSC – Fire Training Building 3333 Busch Road	NO	YES	NO	YES	YES	NO	NO		157.25			
20	*OSC – Police Evidence Building 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
21	*OSC – Police Pistol Range 3333 Busch Road	YES	YES	NO	YES	YES	NO	NO		190.25			
22	*Pleasanton Library	YES	YES	YES	YES	YES	YES	YES		367.25	105	367.25	472.25

	400 Old Bernal Avenue											
23	*Pleasanton Police Department 4833 Bernal Avenue	YES	YES	YES	YES	YES	NO	NO	785.5	0	785.5	785.5
24	Senior Center 5353 Sunol Boulevard	YES	YES	YES	YES	YES	YES	YES	367.25	105	367.25	472.25
25	Sports Park, Ken Mercer - Tower 5800 Parkside Drive	YES	NO	YES	NO	NO	NO	YES	157.25	105	157.25	262.25
26	Tennis Community Park 5801 Valley Avenue	YES	NO	YES	NO	NO	NO	YES	131.25	105	131.5	236.25
27	Veterans Memorial Building 301 Main Street	YES	YES	YES	YES	YES	YES	YES	367.25	105	367.25	472.25
	Enterprise Locations:											
28	*Callippe Preserve Golf Course 8500 Clubhouse Drive	YES	YES	YES	YES	YES	NO	YES	472	157.5	472	629.5
29	*Las Positas Pumping Station – Sewer 6909 W. Las Positas Boulevard - S6	YES	YES	YES	YES	YES	NO	YES	262.25	157.5	262.25	419.75
30	*N. Sycamore Pumping Station – Water 937 Sycamore Creek Way	YES	YES	YES	YES	YES	NO	YES	262.25	157.5	262.25	419.75
31	*Vineyard Hills Pumping Station - Water 1202 Machado Place	YES	YES	YES	YES	YES	NO	YES	262.25	157.5	262.25	419.75
									$ 8,891.00	$ 2,362.50	$ 7,212.00	$ 9,574.25

REPAIRS HOURLY	Regular Hrly Rate	Overtime Hrly Rate
Scheduled/As Needed Repairs	$184	$262

*COST OF THESE LOCATIONS PRIOR TO ANY UPGRADES

	Fiscal Year 2026/27 July 1, 2026 - June 30, 2027	Fire Alarm Panel	Sprinkler System	Annual Fire Alarm Test	Semi-Annual Water Flow Test	Annual Sprinkler Inspection Test	Quarterly Visual Sprinkler Inspection	UL Monitoring Station		Inspection Cost	Cellular Monitoring Cost	Total Annual Cost for Testing	Total Annual Cost for Site
1	Alviso Adobe – Milking Barn 3465 Old Foothill Road	YES	YES	YES	YES	YES	YES	YES		1259	420	1259	1679
2	Civic Center – Annex 123 Main Street	NO	YES	NO	NO	YES	YES	No		1154	0	1154	1154
3	Civic Center 200 Old Bernal Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
4	Dolores Bengtson Aquatic Center 4455 Black Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
5	Fire Station #1 3560 Nevada Road	YES	YES	YES	YES	YES	YES	YES		1574	420	1574	1994
6	Fire Station #2 6300 Stoneridge Mall Road	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
7	Fire Station #3 3200 Santa Rita Road	YES	YES	YES	YES	YES	NO	YES		2518	630	2518	3148
8	Fire Station #4 1600 Oak Vista Way	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
9	Fire Station #5 1200 Vineyard Place	NO	YES	NO	NO	YES	YES	YES		734	420	734	1154
10	Firehouse Arts Center 4444 Railroad Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
11	Gingerbread Preschool 4333 Black Avenue	YES	NO	YES	NO	NO	NO	YES		525	420	525	945
12	Museum on Main 603 Main Street	YES	NO	YES	NO	NO	NO	YES		525	420	525	945
13	*OSC – Admin 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
14	*OSC – Parks 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
15	*OSC – Streets & Traffic Safety 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
16	*OSC – Facilities/Fleet 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
17	*OSC – Sewer/ ESD 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
18	*OSC – Water 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
19	*OSC – Fire Training Building 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		629	0	629	629
20	*OSC – Police Evidence Building 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
21	*OSC – Police Pistol Range 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
22	*Pleasanton Library	YES	YES	YES	YES	YES	YES	YES		1469	420	1469	1889

	400 Old Bernal Avenue											
23	*Pleasanton Police Department 4833 Bernal Avenue	YES	YES	YES	YES	YES	YES	YES	3142	0	3142	3142
24	Senior Center 5353 Sunol Boulevard	YES	YES	YES	YES	YES	YES	YES	1469	420	1469	1889
25	Sports Park, Ken Mercer - Tower 5800 Parkside Drive	YES	NO	YES	NO	NO	NO	YES	629	400	629	1029
26	Tennis Community Park 5801 Valley Avenue	YES	NO	YES	NO	NO	NO	YES	525	420	525	945
27	Veterans Memorial Building 301 Main Street	YES	YES	YES	YES	YES	YES	YES	1469	420	1469	1889
	Enterprise Locations:											
28	*Callippe Preserve Golf Course 8500 Clubhouse Drive	YES	YES	YES	YES	YES	NO	YES	1888	630	1888	2518
29	*Las Positas Pumping Station – Sewer 6909 W. Las Positas Boulevard - S6	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
30	*N. Sycamore Pumping Station – Water 937 Sycamore Creek Way	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
31	*Vineyard Hills Pumping Station - Water 1202 Machado Place	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
									$35,564.00	$ 9,430.00	$35,564.00	$44,994.00

REPAIRS HOURLY	Regular Hrly Rate	Overtime Hrly Rate
Scheduled/As Needed Repairs	**$184**	**$262**

***COST OF THESE LOCATIONS AFTER ANY UPGRADES ARE COMPLETED**
IF UPGRADE IS NOT COMPLETED, REVERT TO QUARTER 1 COST

	Fiscal Year 2027/28 July 1,2027 - June 30, 2028	Fire Alarm Panel	Sprinkler System	Annual Fire Alarm Test	Semi-Annual Water Flow Test	Annual Sprinkler Inspection Test	Quarterly Visual Sprinkler Inspection	UL Monitoring Station		Inspection Cost	Cellular Monitoring Cost	Total Annual Cost for Testing	Total Annual Cost for Site
1	Alviso Adobe – Milking Barn 3465 Old Foothill Road	YES	YES	YES	YES	YES	YES	YES		1259	420	1259	1679
2	Civic Center – Annex 123 Main Street	NO	YES	NO	NO	YES	YES	No		1154	0	1154	1154
3	Civic Center 200 Old Bernal Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
4	Dolores Bengtson Aquatic Center 4455 Black Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
5	Fire Station #1 3560 Nevada Road	YES	YES	YES	YES	YES	YES	YES		1574	420	1574	1994
6	Fire Station #2 6300 Stoneridge Mall Road	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
7	Fire Station #3 3200 Santa Rita Road	YES	YES	YES	YES	YES	NO	YES		2518	630	2518	3148
8	Fire Station #4 1600 Oak Vista Way	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
9	Fire Station #5 1200 Vineyard Place	NO	YES	NO	NO	YES	YES	YES		734	420	734	1154
10	Firehouse Arts Center 4444 Railroad Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
11	Gingerbread Preschool 4333 Black Avenue	YES	NO	YES	NO	NO	NO	YES		525	420	525	945
12	Museum on Main 603 Main Street	YES	NO	YES	NO	NO	NO	YES		525	420	525	945
13	*OSC – Admin 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
14	*OSC – Parks 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
15	*OSC – Streets & Traffic Safety 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
16	*OSC – Facilities/Fleet 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
17	*OSC – Sewer/ ESD 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
18	*OSC – Water 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
19	*OSC – Fire Training Building 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		629	0	629	629
20	*OSC – Police Evidence Building 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
21	*OSC – Police Pistol Range 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
22	*Pleasanton Library	YES	YES	YES	YES	YES	YES	YES		1469	420	1469	1889

	400 Old Bernal Avenue											
23	*Pleasanton Police Department 4833 Bernal Avenue	YES	YES	YES	YES	YES	YES	YES	3142	0	3142	3142
24	Senior Center 5353 Sunol Boulevard	YES	YES	YES	YES	YES	YES	YES	1469	420	1469	1889
25	Sports Park, Ken Mercer - Tower 5800 Parkside Drive	YES	NO	YES	NO	NO	NO	YES	629	400	629	1029
26	Tennis Community Park 5801 Valley Avenue	YES	NO	YES	NO	NO	NO	YES	525	420	525	945
27	Veterans Memorial Building 301 Main Street	YES	YES	YES	YES	YES	YES	YES	1469	420	1469	1889
	Enterprise Locations:											
28	*Callippe Preserve Golf Course 8500 Clubhouse Drive	YES	YES	YES	YES	YES	NO	YES	1888	630	1888	2518
29	*Las Positas Pumping Station – Sewer 6909 W. Las Positas Boulevard - S6	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
30	*N. Sycamore Pumping Station – Water 937 Sycamore Creek Way	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
31	*Vineyard Hills Pumping Station - Water 1202 Machado Place	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
									$35,564.00	$ 9,430.00	$35,564.00	$44,994.00

REPAIRS HOURLY	Regular Hrly Rate	Overtime Hrly Rate
Scheduled/As Needed Repairs	$184	$262

*COST OF THESE LOCATIONS AFTER ANY UPGRADES ARE COMPLETED

	Fiscal Year 2028/29 July 1,2028 - June 30, 2029	Fire Alarm Panel	Sprinkler System	Annual Fire Alarm Test	Semi-Annual Water Flow Test	Annual Sprinkler Inspection Test	Quarterly Visual Sprinkler Inspection	UL Monitoring Station		Inspection Cost	Cellular Monitoring Cost	Total Annual Cost for Testing	Total Annual Cost for Site
1	Alviso Adobe – Milking Barn 3465 Old Foothill Road	YES	YES	YES	YES	YES	YES	YES		1259	420	1259	1679
2	Civic Center – Annex 123 Main Street	NO	YES	NO	NO	YES	YES	No		1154	0	1154	1154
3	Civic Center 200 Old Bernal Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
4	Dolores Bengtson Aquatic Center 4455 Black Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
5	Fire Station #1 3560 Nevada Road	YES	YES	YES	YES	YES	YES	YES		1574	420	1574	1994
6	Fire Station #2 6300 Stoneridge Mall Road	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
7	Fire Station #3 3200 Santa Rita Road	YES	YES	YES	YES	YES	NO	YES		2518	630	2518	3148
8	Fire Station #4 1600 Oak Vista Way	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
9	Fire Station #5 1200 Vineyard Place	NO	YES	NO	NO	YES	YES	YES		734	420	734	1154
10	Firehouse Arts Center 4444 Railroad Avenue	YES	YES	YES	YES	YES	YES	YES		1364	420	1364	1784
11	Gingerbread Preschool 4333 Black Avenue	YES	NO	YES	NO	NO	NO	YES		525	420	525	945
12	Museum on Main 603 Main Street	YES	NO	YES	NO	NO	NO	YES		525	420	525	945
13	*OSC – Admin 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
14	*OSC – Parks 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
15	*OSC – Streets & Traffic Safety 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
16	*OSC – Facilities/Fleet 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
17	*OSC – Sewer/ ESD 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
18	*OSC – Water 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
19	*OSC – Fire Training Building 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		629	0	629	629
20	*OSC – Police Evidence Building 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
21	*OSC – Police Pistol Range 3333 Busch Road	YES	YES	YES	YES	YES	YES	YES		761	0	761	761
22	*Pleasanton Library	YES	YES	YES	YES	YES	YES	YES		1469	420	1469	1889

	400 Old Bernal Avenue											
23	*Pleasanton Police Department 4833 Bernal Avenue	YES	YES	YES	YES	YES	YES	YES	3142	0	3142	3142
24	Senior Center 5353 Sunol Boulevard	YES	YES	YES	YES	YES	YES	YES	1469	420	1469	1889
25	Sports Park, Ken Mercer - Tower 5800 Parkside Drive	YES	NO	YES	NO	NO	NO	YES	629	400	629	1029
26	Tennis Community Park 5801 Valley Avenue	YES	NO	YES	NO	NO	NO	YES	525	420	525	945
27	Veterans Memorial Building 301 Main Street	YES	YES	YES	YES	YES	YES	YES	1469	420	1469	1889
	Enterprise Locations:											
28	*Callippe Preserve Golf Course 8500 Clubhouse Drive	YES	YES	YES	YES	YES	NO	YES	1888	630	1888	2518
29	*Las Positas Pumping Station – Sewer 6909 W. Las Positas Boulevard - S6	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
30	*N. Sycamore Pumping Station – Water 937 Sycamore Creek Way	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
31	*Vineyard Hills Pumping Station - Water 1202 Machado Place	YES	YES	YES	YES	YES	NO	YES	1049	630	1049	1679
									$35,564.00	$9,430.00	$35,564.00	$44,994.00

REPAIRS HOURLY	Regular Hrly Rate	Overtime Hrly Rate
Scheduled/As Needed Repairs	**$184**	**$262**

‡COST OF THESE LOCATIONS AFTER ANY UPGRADES ARE COMPLETED

CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Engineering Division

TITLE: AUTHORIZE THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARLSON MANAGEMENT, INC. FOR STAFF AUGMENTATION AND CONSTRUCTION MANAGEMENT SERVICES FOR AN ADDITIONAL $187,500, REVISING THE TOTAL NOT-TO-EXCEED AMOUNT TO $470,000, AND EXTENDING THE TERM OF THE AGREEMENT THROUGH DECEMBER 2026

SUMMARY

Staff recommends approval of the First Amendment to the Professional Services Agreement with Carlson Management, Inc. to continue providing construction management services in support of critical City infrastructure projects. The amendment is necessary to maintain progress on projects currently under construction and to continue advancing projects currently in design until vacant positions within the Public Works Engineering Division are filled. The recommended amendment will be funded using salary savings from the vacant positions, and once the positions are filled, these services will be terminated.

RECOMMENDATION

Approve the First Amendment to the Professional Services Agreement with Carlson Management, Inc. for staff augmentation and construction management services for an additional $187,500, revising the total not-to-exceed amount to $470,000, and extending the term of the agreement through December 2026.

BACKGROUND

On May 6, 2025, the City Council approved a Professional Services Agreement with Carlson Management, Inc., for staff augmentation and construction management services, with a not-to-exceed amount of $282,500, to provide additional support until vacant positions within the Public Works Engineering Division are filled.

DISCUSSION

The Public Works Engineering Division currently has two critical vacancies: a Senior Civil Engineer overseeing the Capital Improvement Program (CIP) and an Associate Civil Engineer. As the 2026 construction season begins, several projects are already underway or approaching key milestones, including the completion of design for the West Las Positas Multimodal project, Sycamore Creek Storm Drain Improvements, and Valley Avenue Sound wall construction, as well as the design of projects resulting from the 2023 winter storms in coordination with the Federal Emergency Management Agency (FEMA).

These efforts were previously managed by an Associate Civil Engineer. To maintain project schedules and ensure sufficient construction inspection coverage, it is essential to backfill the vacancies and add additional inspection capacity. Because work is already underway and FEMA-related storm recovery projects include time-sensitive application and documentation

requirements, activities cannot be paused. The remaining staff do not have sufficient capacity to absorb this workload, as other critical projects are also entering construction or are under design.

Carlson Management proposes providing Bill Carlson to support both the Associate Civil Engineer and the Senior Civil Engineer roles, with responsibility for CIP oversight. Mr. Carlson is familiar with the City's policies and procedures, has been providing staff augmentation services within the Engineering Division, and can continue supporting ongoing projects without interruption.

Recruitments to fill the vacant positions are underway. However, due to an industry-wide shortage of qualified engineers, the hiring process is expected to take longer than usual.

EQUITY AND SUSTAINABILITY

This recommendation was developed in accordance with the City's Procurement Policy and previously City Council-approved purchasing and contracting provisions.

OUTREACH

No outreach was completed as this is a routine matter of City business.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the ONE Pleasanton Strategic Plan goal of *Investing in Our Environment*, Strategy 1: Implement the Four-Year Capital Improvement Program (CIP) to complete the design and construction of budgeted capital projects.

FISCAL IMPACT

The requested amendment will be funded through salary savings from the vacant Senior Civil Engineer and Associate Civil Engineer positions within the Public Works operating budget for professional services. The First Amendment will increase the agreement by a not-to-exceed amount of $187,500, for a revised total not-to-exceed amount of $470,000. Once the vacant positions are filled, the contract will be terminated.

Prepared by:	Submitted by:	Approved by:
Adam Nelkie, Assistant Dir. of Public Works - Engineering	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Amendment One for Professional Services Agreement for Carlson Management

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into this 21st day of April 2026 by the City of Pleasanton ("City") and Carlson Management, Inc. ("Consultant")**.**

Whereas, on May 5, 2025, the City and Consultant entered into a Design Professional Services Agreement for staff augmentation and construction management services ("Agreement").

Whereas, the City would like to extend the Term of the Agreement.

Whereas, the City would like to extend the Compensation of the Agreement.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 4 of the Agreement, " Term" is amended to read: *The term of this Agreement shall be extended by six months to December 31, 2026.*

2. Section 5 of the Agreement, " Compensation" is amended to read: *Total compensation for services and reimbursement for cost shall not exceed $187,500, a $470,000 increase.*

3. This amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Second Amendment to the Agreement as of the date first above written.

CITY OF PLEASANTON

_____
Gerry Beaudin, City Manager

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

CONSULTANT

By: _____
Signature

_____
Print name

Title: _____

[If Contractor or Consultant is a corporation, signatures must comply with California Corporations Code §313]

By: _____
Signature

_____
Print Name

Title: _____

CARLSON MANAGEMENT · INC

March 30, 2026

Adam Nelkie, PE – City Engineer
Engineering Department
City of Pleasanton
P.O. Box 520, 200 Old Bernal Avenue
Pleasanton, CA 94566

RE: PROPOSAL TO AMEND CONTACT 2025566 BETWEEN THE CITY OF PLEASANTON AND CARLSON MANAGEMENT, INC

Dear Mr. Nelkie:

Carlson Management, Inc. (CM, Inc.) is pleased to submit this proposal to extend our service by amending our existing contract 2025566 to assist the City in implementing its Capital Improvement Program by providing staff augmentation services.

Scope of services will include providing guidance and supporting City staff in the development of in-house Plans, Specifications, and Estimates (PS&Es); reviewing PS&Es developed by City's consultants including monitoring of deliverable schedules and budgets; coordinating PSEs reviews and ensuring incorporation of comments by other City departments; providing constructibility and cost estimate comments for PSEs; consultant contract management; managing the construction contact advertising, bidding and bid review process; preparation of agenda items for City Council, as required; providing construction support services for awarded construction contracts; assisting in the transition to new City staff, when available.

Staff	Rate	Estimated Hours	Not To Exceed Amount
Bill Carlson, PE	$250.00	750	$187,500

Please contact me with any questions. I can be reached at 415.990.3705 or bill_carlson@carlsoncm.com.

Sincerely,
CARLSON MANAGEMENT, INC.

Bill Carlson, PE
President

CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Engineering Division

TITLE: APPROVE PLANS AND SPECIFICATIONS; AUTHORIZE AN AGREEMENT WITH THE ALAMEDA COUNTY FIRE DEPARTMENT FOR FUEL MANAGEMENT SERVICES FOR A NOT-TO-EXCEED AMOUNT OF $600,000; APPROVE A THIRD AMENDMENT WITH SEQUOIA ECOLOGICAL CONSULTING, INC. FOR $87,470, AND EXTEND THE TERM TO PROVIDE ADDITIONAL ENVIRONMENTAL SERVICES THROUGH CONSTRUCTION; AND ADOPT A RESOLUTION ADOPTING THE PROJECT-SPECIFIC ANALYSIS AND ADDENDUM TO THE CALIFORNIA VEGETATION TREATMENT PROGRAM PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT FOR THE AUGUSTIN BERNAL FUEL MANAGEMENT (CIP NO. 25783)

SUMMARY

In December 2025, the City completed a California Environmental Quality Act (CEQA)-compliant Project-Specific Analysis (PSA) and Addendum to the CAL FIRE Vegetation Treatment Program (CalVTP) Programmatic Environmental Impact Report (PEIR) for fuel management in and adjacent to Augustin Bernal Community Park (CIP No. 25783). The Project's goal is to create and maintain a reduced-fuel zone that supports fire suppression, reduces fire intensity, and limits ladder fuels within the fuel break and wildland-urban interface (WUI).

In early 2026, staff coordinated with the Alameda County Fire Department (ACFD) to define the initial scope of work, complete Project Plans and Specifications, and draft an Agreement for Fuel Management Services (Agreement). Sequoia Ecological Consulting, Inc. (Sequoia) also submitted a Third Amendment for construction management and environmental services.

The proposed Agreement would provide an ACFD fuel management crew at $60,000 per week in an amount not to exceed $600,000, and would prioritize establishing a 50-foot firebreak/fuel management zone along trails and adjacent to the rear of the Golden Eagle Estate residential properties. ACFD staff has reviewed the agreement and is scheduling a date to take it to their Board for approval.

Staff recommends that the City Council approve the Agreement, including authorization for the Director of Public Works to approve change orders up to $50,000, if needed; approve a Third Amendment with Sequoia; and adopt a resolution adopting the PSA and Addendum. All project costs associated with these actions are fully reimbursable through the CAL FIRE grant. Work is anticipated to begin in May 2026 and be completed by the end of 2027, subject to crew availability.

RECOMMENDATION

1. Approve Plans and Specifications for the Augustin Bernal Fuel Management Project

(CIP No. 25783).
2. Authorize the City Manager to execute the Agreement with the ACFD for fuel management services in an amount not-to-exceed $600,000.
3. Authorize the Director of Public Works to approve and execute contract change order(s) to the Agreement, if needed, up to a not-to-exceed amount of $50,000.
4. Authorize the City Manager to approve a Third Amendment to the Professional Services Agreement with Sequoia in the amount of $87,470 (revised total contract not-to-exceed $259,955) and extend the agreement term through December 31, 2027.
5. Adopt a resolution adopting the CalVTP Project—Specific Analysis and Addendum to the PEIR for the project; findings of fact; and a statement of overriding considerations (Attachment 1).

BACKGROUND

On January 17, 2024, the City was awarded a $1,048,900 non-matching grant through the CAL FIRE California Climate Investments Wildfire Prevention Grants Program to reduce fuels on approximately 125 acres in and around Augustin Bernal Community Park.

On June 16, 2024, the City awarded Sequoia a Professional Services Agreement to prepare California Environmental Quality Act (CEQA) documentation for the project, including a PSA and Addendum to the CalVTP.

In December 2025, the City completed the PSA and Addendum. The CEQA documents evaluated up to 162 acres of potential fuel management area, providing implementation flexibility while supporting the CAL FIRE grant objective of 125 acres of fuel reduction.

In January 2026, City and Livermore-Pleasanton Fire Department (LPFD) staff met with the ACFD fuel management crew to confirm priority treatment areas and an implementation approach consistent with the CEQA documents. In March 2026, staff completed Phase 1 plans and specifications, prepared the draft Agreement with ACFD, and received Sequoia's Third Amendment for construction management and environmental services.

DISCUSSION

The proposed Agreement would provide an ACFD fuel management crew at $60,000 per week, in an amount not to exceed $600,000. Priority work would establish a 50-foot firebreak/fuel management zone along trails and adjacent to the rear of the Golden Eagle Estate residential properties. Treatments include hand removal of vegetation under six inches in diameter to near ground level, tree pruning to reduce ladder fuels, and selective shrub treatment using mosaicing (removing some vegetation while preserving others) to improve fuel break effectiveness and emergency access. Because the work is hand labor and site-specific, the initial effort is estimated to take 8-10 weeks.

Work is anticipated to begin in May 2026, subject to crew availability and potential redeployment to active fires. The Agreement term runs through December 31, 2027, to provide scheduling flexibility.

Implementation will occur in phases to align with available grant funding and the CAL FIRE grant objective:

- Phase 1: Establish a 50-foot firebreak and treat approximately 50 acres
- Phase 2: Treat approximately 25 acres and expand clearance along trails to 100 feet by removing woody understory vegetation and pruning trees to reduce ladder fuels
- Phase 3: Treat approximately 50 acres and expand clearance to 200 feet, with lighter treatment focused on reducing ladder fuels, removing dead woody material, and thinning dense pockets of vegetation

Sequoia and LPFD estimate that the County crew costs roughly half as much as private fuel management crews. Even at the lower rate, the hand labor needed to clear the fire break is significant, requiring the City to phase the work to maximize available grant funds.

The grant performance period extends through March 15, 2029. There may be opportunities to accomplish additional work within the existing grant, such as reallocating funds for fuel management maintenance equipment. Staff will evaluate the best path forward once the priority work is complete.

The City also intends to apply for CAL FIRE's next grant cycle, anticipated to open in Spring 2026. Because the upcoming allocation prioritizes projects already underway, the Augustin Bernal Fuel Management project is well-positioned to secure additional funding. Staff has also confirmed with CAL FIRE that, due to rising fuel management costs and the need for hand labor, the City will not be penalized if the full 125 acres are not completed, provided grant funds are used responsibly to address the scope of work identified in the grant.

EQUITY AND SUSTAINABILITY

The Augustin Bernal Community Park Fuel Reduction Project (Project) includes work in a critical watershed area and along major transportation routes, including Interstate 680 (I-680). The Project reduces wildfire risk and the potential for wildfire-related disruptions to critical services and community facilities.

The project includes fuel reduction and environmental monitoring. In collaboration with the City, LPFD, ACFD, Golden Eagle Estates, the East Bay Regional Park District (EBRPD), and community members, the Project is expected to:

- Reduce woody and vegetative biomass available for combustion and conversion to greenhouse gas emissions (GHGs) through unplanned combustion processes such as wildfires
- Reduce the likelihood of uncontrolled wildfires starting in or spreading into Augustin Bernal Community Park and surrounding communities
- Improve defensible space around nearby residential areas
- Improve evacuation routes, firefighter access, and anchor points.

Treatments proposed in the PSA are designed to reduce hazardous fuels while minimizing environmental impacts on wildlife and protected plants, consistent with the CalVTP. Vegetation management would create shaded fuel breaks and reduce WUI fuel across up to 162 acres as part of a regional effort.

OUTREACH

Staff coordinated with ACFD and LPFD on treatment priorities and implementation approach. Project coordination also included Golden Eagle Estates, the EBRPD, and community members as part of ongoing planning and implementation.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the Citywide ONE Pleasanton strategic plan goal of *Investing in Our Environment*, Strategy 7 – Continue to invest in parks, bicycle and pedestrian infrastructure, and public art to improve traffic safety, promote climate resilience, and increase equitable access to cultural and recreational opportunities.

FISCAL IMPACT

The Third Amendment to the Sequoia Professional Services Agreement increases the not-to-exceed amount by $87,470, which includes $78,874 for project management and $8,596 in public outreach as an optional service if warranted, bringing the total Sequoia contract amount to a not-to-exceed $259,955 (Attachment 2). The proposed ACFD Agreement (Attachment 4) is for an amount not to exceed $600,000, with authorization for up to an additional $50,000 in change orders, if needed. All costs associated with these actions are fully reimbursable under the CAL FIRE grant. Funding and anticipated expenditures are detailed in Attachment 3.

Prepared by:	Submitted by:	Approved by:
Adam Nelkie, Assistant Dir. of Public Works - Engineering	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Resolution Adopting Project Analysis
2. Third Amendment to Sequoia Agreement
3. Financial Expenditure Summary - CIP 25783
4. Augustin Bernal Fuels Management Crew Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON ADOPTING THE ADDENDUM TO THE CALIFORNIA VEGETATION TREATMENT PROGRAM (CALVTP) PROGRAMATIC ENVIRONMENTAL IMPACT REPORT FOR THE AUGUSTIN BERNAL FUEL MANAGEMENT PROJECT; MAKING PROJECT-SPECIFIC FINDINGS; AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS

WHEREAS, the California Board of Forestry and Fire Protection certified a Final Program Environmental Impact Report (PEIR) for the California Vegetation Treatment Program (CalVTP); and

WHEREAS, the City prepared a CalVTP Project-Specific Analysis and Addendum to the PEIR for the Augustin Bernal Fuel Management Project (Project); and

WHEREAS, the City also prepared findings of fact and a statement of overriding considerations for the Project.

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

SECTION 1. The City Council adopts the CalVTP Project-Specific Analysis and Addendum to the PEIR for the Project (Exhibit A).

SECTION 2. The City Council makes the project specific findings and adopts the statement of overriding considerations for the Project (Exhibit B).

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 the 21st day of April 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

CalVTP Project-Specific Analysis and Addendum November 2025

Augustin Bernal Community Park Fuel Reduction Project

Alameda County, California

CalVTP ID 2025-22



Prepared for:

THE CITY OF PLEASANTON

City of Pleasanton
200 Old Bernal Avenue
P.O. Box 520
Pleasanton, California 94566

Prepared by:

SEQUOIA Ecological Consulting, Inc.

Sequoia Ecological Consulting, Inc.
1342 Creekside Drive
Walnut Creek, California 94596

CONTENTS

1.0 INTRODUCTION 1-1

1.1. Overview of the Proposed Project 1-1

1.2. California Environmental Quality Act 1-4

1.3. Purpose of this Project-Specific Analysis and Addendum 1-6

2.0 PROJECT DESCRIPTION 2-1

2.1. Treatment Types 2-2

2.1.1. Wildland-Urban Interface Fuel Reduction 2-3

2.1.2. Fuel Breaks 2-3

2.2. Treatment Activities 2-4

2.2.1. Prescribed Burning (Broadcast) 2-4

2.2.2. Mechanical Treatment 2-5

2.2.3. Manual Treatment 2-5

2.2.4. Prescribed Herbivory 2-6

2.2.5. Herbicide Application 2-6

2.2.6. Biomass Disposal 2-7

2.3. Treatment Prescriptions by Fuel Type 2-8

2.3.1. Ladder and Ground Fuel Removal 2-8

2.3.2. Dead, Dying, Diseased, and Downed Trees 2-9

2.3.3. Habitat-Specific Prescriptions 2-9

2.4. General 2-14

2.4.1. Timing of Initial Treatment 2-14

2.4.2. Workers 2-14

2.4.3. Site Access 2-14

2.4.4. Treatment Schedule and Duration 2-14

2.5. Pests, Diseases, and Invasive Species 2-14

2.5.1. Sudden Oak Death 2-15

2.5.2. Pitch Canker 2-15
2.5.3. Yellow Starthistle 2-15
2.5.4. French Broom 2-15
2.5.5. Stinkwort 2-16
2.5.6. Snake Fungal Disease 2-16
2.6. Treatment Maintenance 2-16
3.0 ENVIRONMENTAL CHECKLIST 3-1
3.1. Vegetation Treatment Project Information 3-1
3.2. Determination 3-5
4.0 PROJECT-SPECIFIC ANALYSIS AND ADDENDUM 4-1
4.1. Aesthetics and Visual Resources 4-1
4.1.1. Discussion 4-3
4.2. Agriculture and Forestry Resources 4-6
4.2.1. Discussion 4-7
4.3. Air Quality 4-9
4.3.1. Discussion 4-11
4.4. Archaeological, Historical, and Tribal Cultural Resources 4-16
4.4.1. Discussion 4-17
4.5. Biological Resources 4-22
4.5.1. Discussion 4-26
4.6. Geology, Soils, Paleontology, and Mineral Resources 4-49
4.6.1. Discussion 4-50
4.7. Greenhouse Gas Emissions 4-54
4.7.1. Discussion 4-55
4.8. Energy Resources 4-58
4.8.1. Discussion 4-59
4.9. Hazardous Materials, Public Health, and Safety 4-61
4.9.1. Discussion 4-62

4.10. Hydrology and Water Quality 4-65
4.10.1. Discussion 4-68
4.11. Land Use and Planning, Population, and Housing 4-73
4.11.1. Discussion 4-74
4.12. Noise 4-76
4.12.1. Discussion 4-77
4.13. Recreation 4-81
4.13.1. Discussion 4-82
4.14. Transportation 4-84
4.14.1. Discussion 4-85
4.15. Public Services, Utilities, and Service Systems 4-89
4.15.1. Discussion 4-90
4.16. Wildfire 4-93
4.16.1. Discussion 4-94
5.0 LIST OF PREPARERS 5-1
5.1. The City of Pleasanton (Responsible Agency) 5-1
5.2. Sequoia Ecological Consulting, Inc. (California Environmental Quality Act Compliance) 5-1
5.3. Montrose Environmental (California Environmental Quality Act Compliance) 5-1
6.0 REFERENCES 6-1

FIGURES

Figure 1. Regional setting map of the Augustin Bernal Community Park Fuel Reduction Project site. 1-2
Figure 2. Treatment areas map of the Augustin Bernal Community Park Fuel Reduction Project site. 1-3
Figure 3. Treatable Landscape on the Augustin Bernal Community Park Fuel Reduction Project. 1-5

TABLES

Table 1. Consistency of project-related aesthetics and visual resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-1

Table 2. Consistency of project-related agriculture and forestry resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-6

Table 3. Consistency of project-related air quality impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-9

Table 4. Consistency of project-related archaeological, historical, and tribal cultural resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-16

Table 5. Consistency of project-related biological resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.....4-22

Table 6. Consistency of project-related geology, soils, paleontology, and mineral resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-49

Table 7. Soil types and percentages within the project area. 4-50

Table 8. Consistency of project-related greenhouse gas emissions impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.....4-54

Table 9. Consistency of project-related energy resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.....4-58

Table 10. Consistency of project-related hazardous materials, public health, and safety impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. .4-61

Table 11. Consistency of project-related hydrology and water quality impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-65

Table 12. Consistency of project-related land use and planning, population, and housing impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. .4-73

Table 13. Consistency of project-related noise impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-76

Table 14. Consistency of project-related recreation impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-81

Table 15. Consistency of project-related transportation impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-84

Table 16. Consistency of project-related public services, utilities, and service systems impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. .4-89

Table 17. Consistency of project-related wildfire impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report. 4-93

ATTACHMENTS

Attachment A. Mitigation and Monitoring Reporting Program

Attachment B. Cultural Resources (Confidential)

Attachment C. Statement of Overriding Considerations

LIST OF ABBREVIATIONS

BAAD	Bay Area Air District
BMP	best management practice
CAAQS	California Ambient Air Quality Standards
CalEPA	California Environmental Protection Agency
CAL FIRE	California Department of Forestry and Fire Protection
Cal-IPC	California Invasive Plant Council
CalVTP	California Vegetation Treatment Program
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CGS	California Geological Survey
City	The City of Pleasanton
CRHR	California Register of Historical Resources
CWHR	California Wildlife Habitat Relationship
DBH	diameter at breast height
DPR	Department of Pesticide RegulationEIR Environmental Impact Report
GHG	greenhouse gas
HCP	Habitat Conservation Plan
I-680	Interstate 680
MM	mitigation measure
MMRP	mitigation monitoring and reporting program
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NCCP	Natural Community Conservation Plan
NOA	naturally occurring asbestos
NRHP	National Register of Historic Places
NWIC	Northwest Information Center
PEIR	Programmatic Environmental Impact Report

PFIRS	Prescribed Fire Information Reporting System
PRC	Public Resources Code
PSA	Project-Specific Analysis
RPF	Registered Professional Forester
RWQCB	Regional Water Quality Control Board
SCP	Scientific Collecting Permit
SENL	single-event noise level
SMP	smoke management plan
SOD	Sudden Oak Death
SPR	standard project requirement
SRA	State Responsibility Area
TMP	traffic management plan
USEPA	U.S. Environmental Protection Agency
USFWS	U.S. Fish and Wildlife Service
VMT	vehicle miles traveled
WLPZ	Watercourse and Lake Protection Zone
WUI	wildland-urban interface

1.0 INTRODUCTION

1.1. Overview of the Proposed Project

The City of Pleasanton (City) is proposing the Augustin Bernal Community Park Fuel Reduction Project (Project) within Pleasanton, California (Figure 1). The project area includes critical watershed and major transportation routes that collectively provide services to millions of regional residents. These include Interstate 680 (I-680) and local city roads. The Project would decrease the risk of wildfire-related disruptions to critical services and protect multiple community centers.

Elements of this project would include publicity to build support and awareness of the Project amongst residents of the region; continued defensible space and home hardening education and enforcement to reinforce the Project's benefits; and fuel reduction/removal management to include all environmental monitoring and fuel treatment operations. This project would be carried out in coordination with the City's ongoing community education/outreach efforts to aggressively reduce the risk of wildfire in the region. Working collaboratively with the City, Livermore-Pleasanton Fire Department, Golden Eagle Estates, East Bay Regional Park District, and community members, the Project would result in the following outcomes:

- Reduce biomass of woody and vegetative material available for combustion
- Significantly reduce the probability of uncontrolled wildfires starting in or entering Augustin Bernal Community Park and surrounding communities
- Increase effectiveness of defensible space surrounding residential structures in Augustin Bernal Community Park and surrounding communities
- Decrease available woody and vegetative material for conversion to greenhouse gases (GHGs) through unplanned combustion processes (e.g., wildfire)
- Provide a safer community with improved evacuation routes and access points for fire crews to establish anchor points

The goal of the Project is to create and maintain a reduced fuel zone around Augustin Bernal Community Park and surrounding community (Figures 1 and 2). The Project would provide a strategic location for firefighters to suppress fires, reduce the intensity of incipient fires, and prevent incipient fires from laddering into the tree canopy or causing fires to drop to the ground within the fuel break and wildland-urban interface (WUI). The treatments proposed in this Project-Specific Analysis (PSA) would reduce dangerous wildfire fuels in a deliberate manner designed to minimize environmental impacts to wildlife and protected plants consistent with the California Vegetation Treatment Program (CalVTP) Programmatic Environmental Impact Report (PEIR; Ascent Environmental 2019). The Project would involve conducting vegetation management activities to contribute shaded fuel break/WUI fuel reduction as part of a regional effort, totaling approximately 162 acres of fuel reduction.

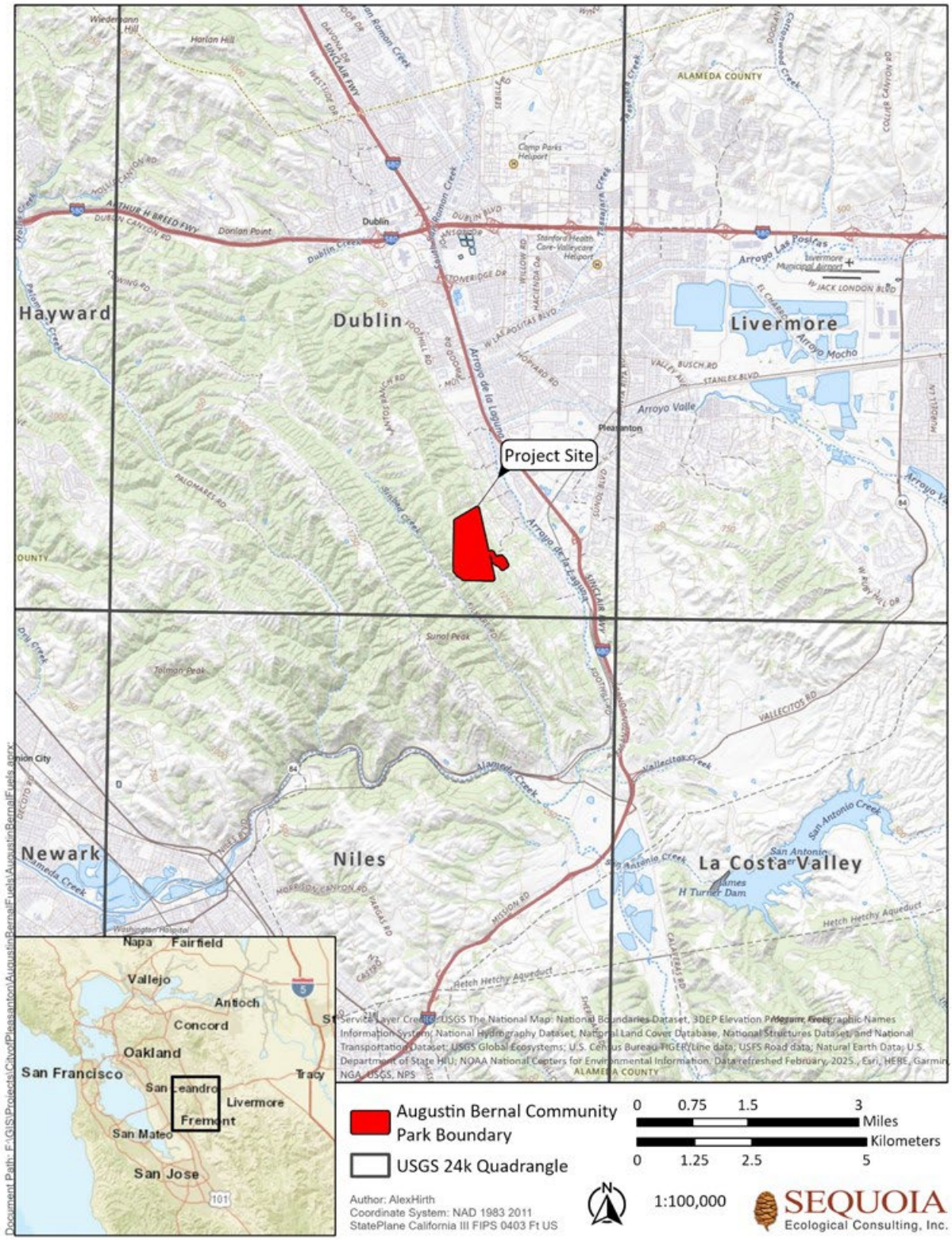


Figure 1. Regional setting map of the Augustin Bernal Community Park Fuel Reduction Project site.

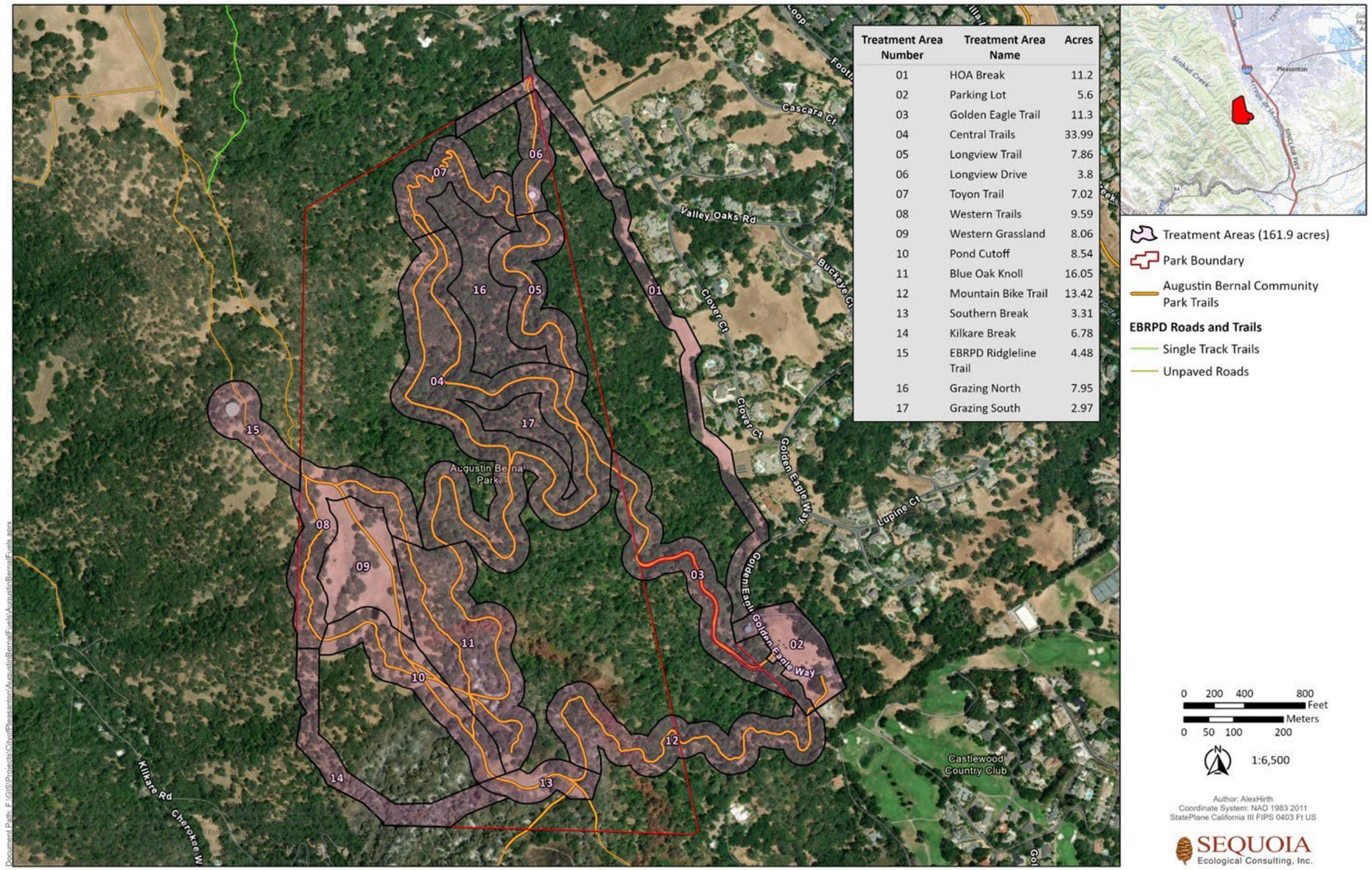


Figure 2. Treatment areas map of the Augustin Bernal Community Park Fuel Reduction Project site.

The CalVTP PEIR identified 20.3 million acres across the State of California within 31-million-acre State Responsibility Areas (SRAs) that may be appropriate for vegetation treatments as part of the CalVTP. The PEIR calls this the "treatable landscape" or "treatable areas." CalVTP recognizes that the treatable landscape represents areas suitable for CalVTP vegetation treatments, but projects would not necessarily occur in every location within the treatable landscape. The location and geographic extent of projects would be determined based on several factors, including environmental constraints and treatment objectives, which are analyzed for the proposed project within this PSA. Of the approximately 162-acre project footprint, approximately 69.5 acres are located within the CalVTP treatable landscape, and approximately 92.4 acres are outside of the defined treatable landscape (Figure 3).

An Addendum to an Environmental Impact Report (EIR) is appropriate where a previously certified EIR has been prepared and some changes or revisions to the project are proposed, or the circumstances surrounding the project have changed, but none of the changes or revisions would result in new or substantially more severe significant environmental impacts, consistent with California Environmental Quality Act (CEQA) Section 21166 and CEQA Guidelines Sections 15162, 15163, 15164, and 15168. In this case, there are no changed circumstances, but the proposed revision or change in the Project, compared to the PEIR, is the inclusion of areas of the scattered sections of Local Responsibility Area (LRA) outside of the CalVTP treatable landscape. The PSA checklist (refer to Section 3.0, Environmental Checklist) includes the criteria to support an Addendum to the CalVTP PEIR for the inclusion of proposed treatment areas outside the CalVTP treatable landscape. The checklist evaluates each resource in terms of whether the later treatment project, including the "changed condition" of additional geographic area, would result in significant impacts that would be substantially more severe than those covered in the CalVTP PEIR and/or would result in any new impacts that were not covered in the PEIR. This document serves as both a PSA and an Addendum to the CalVTP PEIR to provide CEQA compliance for the proposed vegetation treatments within and outside of the treatable landscape. The project-specific mitigation monitoring and reporting program (MMRP), which includes the CalVTP standard project requirements (SPRs) and mitigation measures (MMs) applicable to the proposed project, is presented in Attachment A. The SPRs identified in the MMRP have been incorporated into the proposed vegetation treatments as a standard part of treatment design and implementation of the proposed Project.

1.2. California Environmental Quality Act

The CalVTP PEIR evaluated the potential environmental effects of implementing qualifying vegetation treatments to reduce the risk of wildfire within the California Department of Forestry and Fire Protection's (CAL FIRE) SRA.

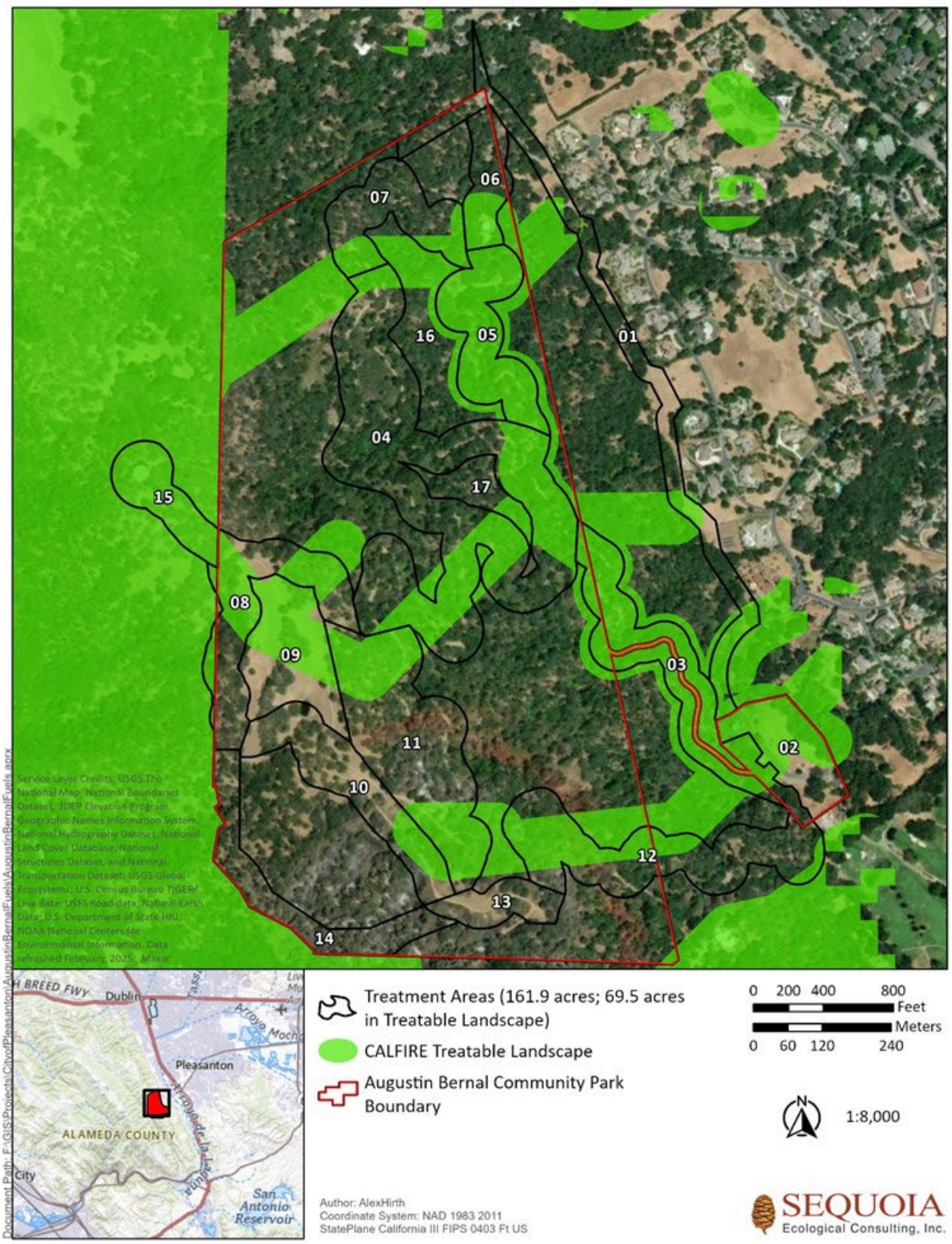


Figure 3. Treatable Landscape on the Augustin Bernal Community Park Fuel Reduction Project.

Serving as the lead agency under the CEQA, the City proposes to implement vegetation treatments on 162 acres of land within Pleasanton, California. The proposed treatment types include shaded fuel breaks and fuel reduction. The treatment activities and methods include manual vegetation management, mechanical treatment, prescribed herbivory treatment, herbicide application, and prescribed burning.

The City has evaluated the proposed treatments for CEQA compliance as later activities covered by the CalVTP PEIR using the PSA checklist herein. These treatment types and treatment activities are consistent with those covered in the CalVTP PEIR. Ongoing maintenance of the proposed vegetation treatments would involve the same activities as the original treatments (i.e., manual, mechanical, prescribed herbivory, herbicide, and prescribed burning treatments).

1.3. Purpose of this Project-Specific Analysis and Addendum

This document serves as the PSA to evaluate whether the proposed project is within the scope of the CalVTP PEIR. As described above, the treatment types and treatment activities are consistent with the CalVTP, which identifies the portion of the SRA that may be appropriate for vegetation treatments as "the treatable landscape." One criterion for determining whether a treatment project is within the scope of the CalVTP PEIR is whether it is within the CalVTP treatable landscape (i.e., the geographic extent of analysis covered in the PEIR). Within the project area, 69.5 acres are within the treatable landscape, and 92.5 acres are outside of the treatable landscape (Figure 3).

The PSA checklist (see Section 3.0) includes the criteria to support an addendum to the CalVTP PEIR for the inclusion of proposed treatment areas outside the CalVTP treatable landscape. The checklist evaluates each resource in terms of whether the later treatment project, including the "changed condition" of additional geographic area, would result in significant impacts that would be more severe than those covered in the CalVTP PEIR and/or would result in any new impacts that were not covered in the PEIR. The project-specific MMRP, which includes the CalVTP SPRs and MMs applicable to the proposed project, is presented in Attachment A. The SPRs and MMs have been tailored to the specific impact avoidance and minimization actions relevant to the proposed treatments, agency standard practices, and the conditions and resources present within each treatment site. In all cases, the additional project-specific implementation instructions and clarifying edits to MMs maintain the SPRs and MMs as equivalent to or more effective than those presented in the PEIR. Where applicable, the SPRs identified in the MMRP have been incorporated into the proposed vegetation treatments as a standard part of treatment design and implementation of the proposed project.

This document also serves as an addendum to the CalVTP PEIR for the inclusion of the additional 93 acres outside of the treatable landscape. An addendum to an EIR is appropriate when a previously certified EIR has been prepared and some changes or revisions to the project are proposed, or the circumstances

surrounding the project have changed, but none of the changes or revisions would result in new or substantially more severe significant environmental impacts. In this case, there are no changed circumstances.

2.0 PROJECT DESCRIPTION

The proposed project would create and maintain a 162-acre reduced fuel zone in the San Francisco East Bay within and adjacent to Augustin Bernal Community Park, located in the high fire hazard severity zone on Pleasanton Ridge in Alameda County, California (Figures 1 and 2). The Project would be implemented on land owned and/or managed by the City, Golden Eagle Estates, and East Bay Regional Park District at elevations between approximately 600 feet and 1620 feet. The Project is within Augustin Bernal Community Park, adjacent to the unincorporated community of Kilkare Woods, and the neighborhoods of Golden Eagle Estates and The Club at Castlewood. The Project starts southwest of the City of Pleasanton, Alameda County, from the start of Long View Trail between Longview Drive and Longview Lane, extending southeast to the Golden Eagle Trail entrance off Golden Eagle Way, adjacent to Castlewood Country Club, then expanding west to the top of Pleasanton Ridge. A small section of the western portion of the Project is within the East Bay Regional Park District's Pleasanton Ridge Regional Park.

While the project footprint includes 69.5 acres of land mapped as treatable landscape by the CalVTP, it also includes 92.5 acres not included in the CalVTP treatable landscape (Figure 3). Treatment types and treatment activities would be consistent throughout the project footprint regardless of whether it has been mapped as treatable landscape. Treatment types and activities would be contingent upon site conditions, accessibility, and fuels management needs to achieve the shaded fuel break. This project proposes two treatment types consistent with the CalVTP PEIR: fuel breaks and WUI fuel reduction. The Project's proposed treatment activities would be consistent with those described in the CalVTP PEIR: manual treatment, mechanical treatment, prescribed burning (broadcast and pile), prescribed herbivory, and herbicide (spot treatment).

The project footprint and surrounding area have a wildfire hazard risk that is considered by CAL FIRE to be "high" to "very high." Wildfire hazard risk is attributed to widespread invasive, noxious, fire-hazardous vegetation; decades of dead vegetation accumulation; over a century of fire suppression; and the increased risk of anthropogenic ignition associated with dense urban development (CAL FIRE 2023). The desired result of the Project is to restore fuel loads to more natural levels that can be maintained through prescribed fire and other methods. The Project would reduce excess and ladder fuels within an approximately 200-foot-wide shaded fuel break and WUI, creating safer fire road access for first responders and community members.

The Project follows a route throughout the landscape that supports a strategic approach to wildfires in the WUI. Project implementation would not stop fire spread during periods of strong, warm, downslope winds with low relative humidity (i.e., Foehn winds), when pieces of burning material can be blown across fuel breaks. However, the Project would provide safer access and a point from which firefighting resources can "anchor" to conduct suppression activities, and it would increase the construction rate of fire lines while

simultaneously reducing the amount of air-delivered fire retardant required to coat vegetation effectively. Slowing down the spread of wildfire would provide additional time for an effective community evacuation. Fuels work done on the Project would also provide an area largely cleared of vegetative fuels, which can act as a muster point for any persons within the park during incipient wildfire activity.

Uncontrolled wildfire is associated with environmental degradation impacts, such as increased GHG emissions and habitat loss. This project would reduce dangerous wildfire fuels in a deliberate manner designed to minimize environmental impacts to wildlife and protected plants.

Treatment types and activities described in the CalVTP aim to mimic conditions that exist in a natural environment where natural fires would have occurred. Strategic fuel removal would concentrate on areas of high fuel concentrations and disrupt the horizontal and vertical continuity of fuel beds.

Biological diversity in the area would be maintained by promoting conditions that favor native plant and animal species. Forest health would be improved through enhancing native, fire-resilient plant communities, primarily through ladder fuel and weed removal, opening space for native plants to return. Healthy mature trees and scrub dominating the canopy would be thinned out and retained, reducing new brush and understory growth while preserving the carbon sequestration function. Biomass would be strategically diminished in open grassy areas.

In addition to the project treatment types and activities being consistent with the CalVTP, The City follows CAL FIRE's best management practices (BMPs), which include identifying and avoiding sensitive resources to ensure environmental protection when designing and constructing fuels reduction projects. Implementation of these BMPs in combination with the CalVTP's SPRs and MMs would protect lives, property, and natural resources while implementing fuels reduction activities.

2.1. Treatment Types

The proposed project would utilize two treatment types in combination to create fuel break and reduction for firefighting resources to contain or stop a fire: WUI fuel reduction and fuel break. Strategic placement of the WUI fuel break would be based upon the prevailing vegetation types, topographic characteristics, environmental considerations, and surrounding land uses. Fuels in the project area are primarily heavy loads of oak (*Quercus* spp.), coyote brush (*Baccharis pilularis*), sticky monkey flower (*Diplacus aurantiacus*), poison oak (*Toxicodendron diversilobum*), and grass; the general topography is steep with trail access through majority of the project area.

Residential homes adjacent to the project are primarily moderate to large in size (2,000 to 4,000 square feet) on moderate to large lots with densely intermixed vegetation and landscaping.

The placement of the Project considered downwind areas with an active fire history that currently have inadequate evacuation routes. The goal of the Project is to reduce fuel loads in a high fire hazard area, protecting the City and surrounding neighborhoods while simultaneously creating safer access for first responders. The Project would use a "light touch" approach with an emphasis on ladder fuel reduction adjacent to existing fire trails and roads. This approach would minimize soil disturbance, maximize production rates, and limit the impact to special-status species of both flora and fauna.

WUI and shaded fuel breaks are defined in the sections below, and they would be used in combination. Creation of the combined WUI shaded fuel break would strategically use several treatment activities based on the prevailing vegetation types, topographic characteristics, environmental considerations, and surrounding land uses. Work would be completed with minimal to no disturbance to the ground and remaining vegetation. Treatment activities by fuel type are described in more detail below and in Section 2.3.

2.1.1. Wildland-Urban Interface Fuel Reduction

WUI fuel reduction involves strategic removal of vegetation to prevent or slow the spread of non-wind-driven wildfire between structures and wildlands. In areas where wildland and manmade structures overlap, higher intensity fuel reduction typical of defensible space would occur within 100 to 150 feet of manmade structures, as determined by fire professionals and based on site conditions. Beyond 100 to 150 feet from manmade structures, vegetation treatments would be implemented with lower intensity. Fuel reduction would focus primarily on removal of fire hazardous vegetation such as dead, dying, and diseased vegetation, including trees, invasive plants, and noxious weeds, as well as limbing up of healthy trees.

2.1.2. Fuel Breaks

Fuel breaks give firefighters access to control wildfires and are useful in slowing fires before they grow beyond initial attack capabilities. Fuel breaks permit first responders to reach the leading edges of a fire and protect isolated communities, and fuel breaks can stop or reduce the lateral spread of fires. In heavily wooded areas, a shaded fuel break would be implemented; the retained canopy shade would slow future growth of many grass and brush species and assist in future maintenance efforts. In suitable Alameda whipsnake (*Masticophis lateralis euryxanthus*) habitat, a "scrub island" strategy would be implemented to retain habitat function; this is discussed in more detail in later sections. Development and maintenance of a fuel reduction zone within a 100-foot-wide fuel break would extend around community structures located adjacent to undeveloped open spaces. Portions of the fuel break would extend up to a width of 400 feet based on topography, site conditions, and land management constraints.

2.2. Treatment Activities

Treatment activities to achieve project objectives would be applied singularly or in combination, depending on site conditions and site-specific goals. The Project's proposed treatment activities are consistent with the CalVTP PEIR (Ascent Environmental 2019) and would include:

- **Prescribed Burning**: Includes broadcast burning (prescribed burning to reduce fuels over a larger area or restore fire resiliency in target fire-adapted plant communities conducted under specific conditions related to fuels, weather, and other variables) and pile burning (prescribed burning of piles of vegetative material to reduce fuel and/or remove biomass following treatment)
- **Mechanical Treatment**: Use of motorized equipment to chip vegetation and mow select areas
- **Manual Treatment**: Use of hand tools and hand-operated power tools to cut, clear, or prune herbaceous or woody species
- **Prescribed Herbivory**: Use of domestic livestock to reduce a target plant population, thereby reducing fire fuels or competition of desired plant species
- **Herbicides**: Chemical application designed to inhibit growth of target plant species

2.2.1. Prescribed Burning (Broadcast)

Prescribed understory fires would mimic periodic low-intensity wildfires historically prevalent in the region and create similar structural and habitat conditions that benefit many plant and wildlife species. Gradual reintroduction of fire presents an opportunity to improve forest health, reduce critical fuel loading, improve emergency access, and regenerate a healthy ecosystem. Prescribed low-intensity surface fires (broadcast burning) would be used to control vegetation and manage fuel loads. Prescribed burning would remain within a predetermined area and would occur only with specific fuels and in safe weather conditions. Prescribed burns would be used for maintenance of treatments, and they would occur approximately every 5 years, as appropriate.

Active burns would follow environmental safety guidelines, including burning only after consideration of specific weather conditions (e.g., appropriate humidity, wind direction, etc.) and coordinating with resource agencies, such as the California Air Resources Board (CARB). Specifically, active burns would include the preparation and implementation of a burn plan, including a smoke management plan (SMP). The City would report site conditions and request approval to burn through the Prescribed Fire Information Reporting System (PFIRS), which serves as an interface between air quality managers, land management agencies, and individuals that conduct prescribed burning in California. A prescribed burn SMP must be submitted to and approved by the Bay Area Air District (BAAD) at least 30 days prior to burning.

Prescribed burns would typically be ignited using a flamethrower from a side-by-side utility terrain vehicle, by walking with a drip torch or fusee, or via other methods, as determined by a professional. Prescribed burns are typically completed in a single day but, under certain circumstances, could be maintained for up

to 1 week. On average, up to 45 workers are present on-site for a prescribed burn. Heavy equipment would typically be operated from an existing road. In anticipation of completely avoiding the federally threatened Alameda whipsnake and minimizing habitat impacts for this species on the project site, prescribed burning within highly suitable Alameda whipsnake habitat would be restricted between November 1 and March 31 or when temperatures are conducive to snake movement, which is typically when soil surface temperatures reach or exceed 66 °F (19 °C).

2.2.2. Mechanical Treatment

Mechanical treatments would mow target vegetation with special care to avoid ground disturbance in sensitive habitat. Lawn mowers, or similar, would target vegetation, including standing and downed vegetation. Mechanical treatments would also be employed as a biomass disposal method to chip and broadcast woody debris. Chipping and broadcasting equipment would remain on existing roads and fire trails. Mechanical treatment activities would occur predominantly on slopes below 40 percent grade, along ridges, and on slopes greater than 40 percent grade with equipment that can reach target vegetation from existing road infrastructure. No mechanical treatment would occur on slopes above 50 percent grade. Mowing activity would avoid Alameda whipsnake habitat, state or federally jurisdictional waters, and riparian habitat by a no-work buffer, as defined in later sections of this document.

Typical mechanical treatments would require a team with up to 20 workers and equipment such as riding lawn mowers, tow chippers, and track chippers. Typical mechanical treatments would require several days to several months to complete, depending on the size of the treatment area, steepness of terrain, and type and density of vegetation.

2.2.3. Manual Treatment

Ground crews would use hand tools and hand-operated power tools, including chainsaws, hand saws, pole saws, McLeods, Pulaskis, weed pullers, weed eaters (e.g., string, plastic blades, or circular blades), brush cutters, and loppers to cut, clear, and/or prune trees, herbaceous vegetation, and woody shrubs. Where feasible, treatments would prioritize removal of invasive plants and noxious weeds. Within suitable Alameda whipsnake scrub habitat, hand-removal would prioritize removal of dead woody vegetation, dead branches, and invasive weeds. Manual treatment activities would avoid state or federally jurisdictional waters and riparian habitat by a standard buffer, as described in a later section.

Manual treatments within the project area would require several days to several months to complete, depending on the size of the treatment area, steepness of terrain, and type and density of vegetation. Manual treatment typically clears 0.3 acres or more per day, per team. Manual treatments typically require 1 or 2 hand crew teams with a total of 20 to 40 crew members present on-site.

2.2.4. Prescribed Herbivory

Prescribed herbivory involves transporting, releasing, herding, and moving grazing animals such as cattle, sheep, goats, or horses to designated sites. Herds would be installed strategically within areas with wildlife-safe fencing and a professional shepherd who would coordinate animal movements to prevent excessive grazing and ground disturbance. Moving livestock from one grazing ground to another would occur at a frequency based on numerous site-specific factors, including slope, density and type of vegetation, stocking rate, type of livestock, and precipitation/moisture content of vegetation. Stocking rate would vary based on species of grazer (e.g., a herd of cattle would require a larger acreage than a herd of goats of the same size). Site conditions (e.g., relative density or quantity of the vegetation to be treated, etc.) would determine herd size and the grazing time to complete the job.

Prescribed herbivory would require temporary wildlife-safe fencing where natural barriers are not present, temporary water facilities and other infrastructure (e.g., corrals, fences), and guard animals and/or a shepherd to be present on-site. Any areas identified as sensitive to grazing activity would be clearly marked on project maps, and protection measures would be communicated to the herder and project manager, including a pre-vegetation removal field visit, as appropriate.

To prevent undesirable introduction of invasive or noxious plant species to the site, consideration would be given to where animals are coming from and whether viable seeds of undesirable species are present. As necessary, the herd would be fed a weed-free diet for an appropriate period prior to being introduced to the grazing site. Any supplemental feed brought on-site would be free of noxious weeds.

2.2.5. Herbicide Application

Herbicides would be used strategically to supplement other treatment methods to prevent the spread and resprouting of invasive species within the treatment areas and along roads. Effective herbicides identified by the California Invasive Plant Council (Cal-IPC) and U.S. Department of Agriculture that are consistent with those described in the CalVTP PEIR (e.g., glyphosate and species-specific chemicals) would be applied. On-the-ground application methods include painting cut stems or stumps and using backpack hand applicators targeted on focal invasive plants; no aerial spraying or spraying from trucks would occur. No herbicide used would occur within 25 feet of aquatic habitat except for direct application to freshly cut invasive tree stumps.

Herbicide application would comply with the U.S. Environmental Protection Agency (USEPA) label directions and both California Environmental Protection Agency (CalEPA) and California Department of Pesticide Regulation (DPR) label standards. All herbicide application would be performed by certified and licensed pesticide applicators in accordance with all local, state, and federal regulations. Herbicide application would not take place within 24 hours of a rain event.

2.2.6. Biomass Disposal

The goal of biomass disposal is to reduce ignitable material and associated air quality impacts from wildfire, reduce brood material for harmful insects and disease, and enhance aesthetics. By reducing the available fuel in the shaded fuel break, the fuel continuity is disrupted, which slows down the spread of wildfires and decreases potential fire intensity.

Methods for managing biomass include natural decomposition (e.g., chip and broadcast, lop and scatter), hauling off-site, and pile burning. To mitigate brood stratum opportunities for beetles, downed logs would not be left on site, in accordance with California Forest Practice Rules (CAL FIRE 2019) and BMPs. Whenever feasible, natural decomposition of biomass would be preferred because: (1) forestry mulch aids in mitigating erosion and excessive soil disturbance; (2) keeping material on-site prevents the spread of disease and pathogens to other sites, with Sudden Oak Death (SOD; *Phytophthora ramorum*) being of particular concern in our region; and (3) GHG emissions are reduced by avoiding the transportation of material off-site to green waste facilities. For all these reasons, the most climate-friendly option is to leave woody biomass on-site to decompose naturally.

2.2.6.1. Natural Decomposition

Cut vegetation may be retained on-site to decompose naturally via lopping and scattering or chipping and broadcasting across the landscape. Lopping plants involves cutting a plant low to the ground and distributing the cut material. In some cases, a road-based chipper or an all-terrain vehicle and tracked towable chipper would be used to process cut vegetative materials. The vegetative material would be fed through the chipper and broadcast widely into treatment areas. Biomass would be chipped to 3 inches or smaller in size and spread up to 4 inches deep. Cut vegetation and chips would not be placed below the ordinary high water mark of aquatic features, within wetlands or riparian areas, or on top of burrows or rock piles. Understory debris chipped and scattered on-site would follow BMPs for reducing the spread of pests, disease, noxious weeds, and invasive species (see Section 2.5).

2.2.6.2. Hauling Off-Site

Vegetation moved off-site would be hauled to an appropriate biomass-processing facility. Transported invasive plant materials would be stored in a closed container to prevent spreading during transport.

2.2.6.3. Pile Burning

Hand-cut material would be piled as “feeder piles,” with the cut stems facing in one direction in a manner to minimize any overstory scorch when the piles are restacked and burned. Most of the piles would be built in open areas of the forest floor or on the roadside. Suitable areas for pile burning are open areas

away from tree canopies and power lines. Sites suitable for pile burning would depend on location of sensitive species habitat and safety guidelines (e.g., humidity, wind direction, etc.). General operations for pile burning would adhere to the following guidelines:

- Multiple piles would be burned on a single day
- Pile size would not exceed 20 feet in diameter
- Piles would not block vehicle access on any road or trail
- Piles created within suitable Alameda whipsnake habitat and left for any significant period of time would be dismantled and re-piled prior to igniting

Pile burning would be conducted in compliance with the local authority having jurisdiction or CAL FIRE and BAAD Regulation 5 for open burning and burn day restrictions. Burns would be coordinated with appropriate resource agencies (e.g., CARB) and would follow a burn plan that includes an SMP. The City would report site conditions and request approval to burn through PFIRS, which serves as an interface between air quality managers, land management agencies, and individuals that conduct prescribed burning in California.

2.3. Treatment Prescriptions by Fuel Type

The Project is divided into two distinct operations: removal of ladder and ground fuels and removal of ground fuels such as dead, dying, diseased, and downed vegetation, branches, and trees. Both operations would manage excess ladder and ground fuels through a combination of treatment activities, including manual, mechanical, prescribed burning, prescribed herbivory, and herbicide spot-treatment. Resulting biomass would be pile burned, left to decompose naturally, or hauled off-site.

2.3.1. Ladder and Ground Fuel Removal

2.3.1.1. Fire Trails and Roads

Ladder and ground fuels along fire trails and roads would be managed at a distance of twice the flame length indicated by the prevailing fuel model for that area. This distance would ensure the effectiveness of fire trails and roads in slowing or stopping a fire's spread during Diablo wind conditions. Trailside and roadside fuel reduction areas would provide an anchor point from which fire suppression resources would engage wildfires.

Treatment activities along fire trails and roads follow a combination of mowing and other similar mechanical means, hand crew trimming and thinning, prescribed grazing, prescribed burning, and spot herbicide treatment. The prescription would remove ladder fuels, remove or pile leaf litter and duff for pile burning, thin or remove dense brush, and trim low-hanging branches within 6 feet of the ground, or a height deemed appropriate to reach site goals by a professional. Annual grass and herbaceous weeds

would be mowed or grazed to less than approximately 6 inches by cattle or goats, or a height appropriate to reduce fire risk and maintain habitat function as deemed by a professional.

2.3.1.2. Off-Trail and Off-Road

Beyond twice the flame length of trails/roadsides, excess ladder and ground fuel would be removed by hand crews, chippers, and mowing.

2.3.2. Dead, Dying, Diseased, and Downed Trees

The second operation would remove all dead, dying, diseased, and downed vegetation, branches, and trees presenting a fuel hazard, as determined by a Registered Professional Forester (RPF) or biologist. Biomass would be hauled off-site or chipped and scattered on-site dependent on size, health of tree, and access to the biomass. Downed trees would be removed or piled for winter burning.

2.3.3. Habitat-Specific Prescriptions

Traditional fuel reduction methods adopt treatment activities that are typically determined by fuel type. Vegetation types for proposed treatment within the project footprint are a mosaic of blue and coastal oak woodland, coastal scrub, and annual grasslands. One other California Wildlife Habitat Relationship (CWHR) classification system vegetation type found on the project site is urban, which corresponds primarily to roads. Treatment strategies are a combination of treatment activities broadly described for each vegetation type. The treatment approach would generally adhere to the following basic guidelines:

- Prioritize removal of invasive plants and dead woody material while retaining live native vegetation
- Hazardous trees (e.g., dead or dying trees) identified by an RPF or qualified fire professional would be removed
- Tree canopy would be retained to the greatest extent feasible while removing ladder fuels
    - Large trees (greater than approximately 6 inches in diameter at breast height [DBH]) would be limbed up to approximately 6 feet or as determined by a professional
    - Small trees and brush (less than approximately 6 inches DBH) would be removed strategically, cutting stumps to within 4 inches of bare mineral soil
    - Small trees and large shrubs in open areas that have the potential to provide shade and reduce invasive plant species would be limbed up to approximately 6 feet, or as deemed by a professional, and the canopy would be left intact
    - Tree canopy over emergency access roads would be trimmed up to approximately 15 feet from the ground, or as deemed by a professional based on site goals, to facilitate passage of emergency vehicles during a fire event
    - A 6-foot gap from the tree canopy to the nearest shrub will be maintained
- No commercial forest products would be removed

2.3.3.1. Grass Fuel Type Treatment Activities

Grass fuel type would include habitat classified as annual grassland by the CWHR. Within non-native grassland, treatment activities would cut grasses to a maximum of approximately 6 inches, achieve horizontal spacing, and reduce overall fuel loading. Prescribed herbivory, mowing, prescribed burning, and herbicide spot treatment would be strategically combined in grass- and herb-dominated areas and in areas of shrub encroachment.

Prescribed Herbivory Treatment

Goats, cattle, or other grazing animals would be installed strategically within areas with wildlife-safe fencing or other existing barriers. A professional shepherd would coordinate animal movements to prevent excessive grazing and ground disturbance.

Mechanical Treatment Activities

Mowing would be performed using riding lawn mowers, or similar, which would not be used within 50 feet of suitable Alameda whipsnake habitat. Mechanical equipment that may be used to ignite or limit the spread of the prescribed burn would be present with appropriate fire department and City personnel.

Prescribed Burning Treatment Activities

Burning would be timed to control invasive non-native grasses where present. Perimeter fire lines would include existing roads and natural features where possible to maintain aesthetic values. Prescribed fires would be conducted in conditions promoting a light to moderate burn (i.e., when soil and duff are moist) to increase the productivity of the habitat without resulting in adverse impacts to wildlife. All prescribed burning (both broadcast and pile burns) would be done under applicable burn and air quality permits to minimize potential environmental impacts. Within suitable Alameda whipsnake habitat, prescribed burning and pile burning would be restricted to times when temperatures are conducive to snake movement, which is typically when soil surface temperatures reach or exceed 66 °F (19 °C).

Manual and Herbicide Treatment Activities

Crews equipped with hand-tools would trim dead, dying branches from native shrubs occurring within grassland. Small, isolated trees (6 inches or smaller in DBH) growing in the grassland would be cut and piled for burning. Larger trees encroaching on or distributed throughout grasslands would be limbed up to reduce vertical fuel continuity. Cut vegetation would be lopped and scattered, chipped and broadcasted, pile burned, or hauled off-site. Invasive shrubs and noxious weeds encountered in the grasslands would

be treated with the appropriate method for the species and life stage. Herbicide spot treatment would target invasive species and would be applied by hand or by backpack sprayer.

Biomass Disposal

Biomass from non-invasive, non-noxious plants would be left to naturally decompose (e.g., lop and scatter, chip and broadcast), pile burned, or hauled off-site. Poison oak would be cut and left in place (lop and scatter). Where chipper access is not practical, cut material would be piled strategically for later burning. Within suitable habitat for Alameda whipsnake, piles left in place for a critical length of time as determined by a professional would be dismantled and reconstructed prior to burning.

2.3.3.2. Shrub Fuel Type Treatment Activities

Shrub fuel type would include habitat classified by the CWHR as coastal scrub. Shrub habitat present in the project area is limited to one large patch of coyote brush scrub and three shrub fragments (less than 1-acre in size), which are also dominated by coyote brush. The general approach in suitable Alameda whipsnake scrub habitat would be to strategically reduce hazardous fuels in a way that retains scrub habitat. Selective removal of invasive species and dead, woody vegetation and limbs would retain scrub habitat characteristics suitable for Alameda whipsnake with a mosaic of open and closed canopy patches. The resulting patches would be irregular, oblong shapes to maintain a natural condition and retaining rocky outcrops through avoidance. Scrub patch characteristics would model naturally occurring scrub and would include variable age classes. Treatment activities within suitable Alameda whipsnake habitat would involve primarily manual thinning to remove dead woody vegetation and invasive species to achieve horizontal spacing. Other treatment activities in shrub fuel types would include prescribed herbivory in shrubby areas with interspersed grasses and areas adjacent to grasslands being grazed. Vegetation removal activities would retain scrub, and the overall dominant scrub habitat type would not be converted to a different habitat type.

Specifications for suitable Alameda whipsnake habitat are described by the U.S. Fish and Wildlife Service (USFWS) as follows: coastal scrub, coyote brush scrub, or maritime chaparral areas greater than 0.5 acres in size, or scrub areas greater than 0.2 acres in size that are within 50 feet of scrub patches greater than 0.5 acres in size (FEMA 2013). Scrub islands created through mosaic thinning or patch retention thinning would result in a total canopy cover of between 30 and 50 percent shrubs and 50 to 70 percent grassy openings (FEMA 2013). Scrub retained in these dimensions also retains the overall habitat function for Alameda whipsnake while still serving the needs of the shaded fuel break.

Manual and Herbicide Treatment Activities

Scrub would be retained in a natural mosaic through the removal of invasive species, thinning out dead branches from shrubs, and limbing up large shrubs. Small encroaching trees (under 6 inches DBH) may be removed, and limbs would be removed from larger trees up to 6 feet, as appropriate. Cut vegetation would be lopped and scattered, chipped and broadcasted, pile burned, or hauled off-site. Broom plants or other invasive shrubs and noxious weeds would either be uprooted and pulled or cut low to the ground and spot treated with herbicide. Herbicide spot treatment of invasive species and noxious weeds would be hand applied.

Prescribed Herbivory Treatment

Goats, cattle, or other grazing animals would be installed strategically within areas with wildlife-safe fencing or existing barriers. A professional shepherd would coordinate animal movements to prevent excessive grazing and ground disturbance.

Biomass Disposal

Biomass from non-invasive, non-noxious plants would be left to naturally decompose (e.g., lop and scatter, chip and broadcast), pile burned, or hauled off-site. Poison oak would be cut and left in place (lop and scatter). Where chipper access is not practical, cut material would be piled strategically for later burning. Within suitable habitat for Alameda whipsnake, piles left in place for a critical length of time as determined by a professional would be dismantled and reconstructed prior to burning.

2.3.3.3. Tree Fuel Type Treatment Activities

Tree fuel types would include habitat classified by the CWHR as blue oak woodland, coastal oak woodland, and valley oak woodland. The general approach to tree fuel types would be designed to prevent fire from approaching or departing the fuel break, prevent fire from laddering into the tree canopy, and promote establishment of native trees. Selective thinning would result in a shaded fuel break that retains the tree canopy. This would be achieved through removal of select trees, branches, shrubs, and both living and dead vegetation that could facilitate the upward spread of fire from surface fuels to the forest canopy. The shade of the retained canopy would reduce the potential for rapid re-growth of understory, and the selectively treated areas would provide firefighters an opportunity to access lower-intensity ground fires should they occur. Within all wooded areas, vegetation removal would be addressed primarily with manual treatment activities to preserve a natural appearance. Other treatment activities used within forest fuel types would include mechanical equipment, herbicides, prescribed herbivory, and prescribed burning.

Manual Treatment Activities

Hand-held tools would remove and thin understory shrubs and brush, as well as dead and dying trees and small (less than 6 inches DBH), non-native, invasive trees. Lower tree limbs would be pruned, and most ground vegetation would be removed to break up the horizontal and vertical continuity of flammable vegetation. Invasive species and noxious weeds would be strategically removed first followed by fire-prone native species, such as oak, pine (*Pinus* spp.), coffee berry (*Frangula* spp.), sage (*Artemisa* spp.), etc. Native trees would be strategically retained in forested areas with 25 to 50 feet of space between crowns, where the tree crown is approximately 10 to 15 feet wide. Spacing may be closer than 25 feet on level ground as needed and greater than 50 feet on steeper ground to mitigate wildfire behavior or near structures for structure protection.

Mechanical Treatment Activities

Mowing would be performed using riding lawn mowers, or similar, to remove hazardous fuels in the understory which would not be used within 50 feet of suitable Alameda whipsnake scrub habitat. Mechanical equipment would be used to chip and scatter biomass from stable operating surfaces.

Herbicide Treatment

Invasive species and noxious weeds cut low to the ground may be hand-painted with herbicide.

Prescribed Herbivory Treatment

Goats, cattle, or other grazing animals would be installed strategically within areas with wildlife-safe fencing or existing barriers. A professional shepherd would coordinate animal movements to prevent excessive grazing and ground disturbance.

Biomass Disposal

Biomass from non-invasive, non-noxious plants would be left to naturally decompose (e.g., lop and scatter, chip and broadcast), pile burned, or hauled off-site. Poison oak would be cut and left in place (lop and scatter). Where chipper access is not practical, cut material would be piled strategically for later burning.

2.3.3.4. Riparian Habitat and Watercourses

All treatment activities and biomass distribution would avoid wetland, riverine, and other aquatic features by a standard minimum 25-foot buffer, which would be increased based on recommendations of a qualified biologist or RPF and/or factors such as slope, existing erosion, sensitivity of the vegetative

habitat, or presence of sensitive resources. Refueling of equipment would occur outside these buffers and would be performed using containment to mitigate the risk of spills.

2.4. General

2.4.1. Timing of Initial Treatment

The City would commence initial fuel treatment within the project footprint in April 2026 and would complete the work by the end of 2029.

2.4.2. Workers

The City and/or subcontractors would conduct all treatment activities. Crew team sizes would vary and would typically be fewer than 25 workers per site, per day. Multiple teams would work at the same time.

2.4.3. Site Access

Treatment areas would be accessed via existing fire roads and trails. No new roads or access points would be created. The Augustin Bernal Community Park parking lot would be used as the primary access point. Vehicles and equipment would be staged at the contractor's yard daily or on-site in the park, in coordination with the City.

2.4.4. Treatment Schedule and Duration

Treatments except herbivory would occur primarily on weekdays during daylight hours only. Prescribed burning will also be limited to the months of November 1 to March 31 during the winter hibernation season for Alameda whipsnake as described in Section 2.2.1 During prescribed burning, crews would need to conduct some maintenance burning on weekends to manage overall smoke impacts. Noise-generating treatments would comply with local regulations.

2.5. Pests, Diseases, and Invasive Species

Without proper prevention, project treatments have potential to spread pathogens, diseases, pests, or invasive species. SOD, pitch canker (*Fusarium circinatum*), yellow starthistle (*Centaurea solstitialis*), French broom (*Genista monspessulana*), stinkwort (*Dittrichia graveolens*), and snake fungal disease (*Ophidiomyces ophiodiicola*) occur in the region and have potential to spread in the project area from one work area to another or from the project area to off-site areas. The goal of reducing invasive plant species within the project area is in conformity with the overall project goals of fuels reduction and wildfire

prevention. Invasive plants can be spread when crews and equipment travel between sites, transporting soil and mud contaminated with seeds.

2.5.1. Sudden Oak Death

SOD infects coastal forests throughout California and Oregon and kills susceptible species, including valley oak (*Quercus lobata*), coast live oak (*Q. agrifolia*), California black oak (*Q. kelloggii*), canyon live oak (*Q. chrysolepis*), and Pacific madrone (*Arbutus menziesii*) saplings. Host species that are in the treatment area include California bay laurel (*Umbellularia californica*) and coast redwood (*Sequoia sempervirens*). To avoid the spread of this pathogen, all hand equipment and boots worn by treatment crews would be sanitized, and heavy equipment, hosed off, prior to operations in areas where the spread of SOD is possible. The California Oak Mortality Task Force offers additional information regarding treatment and disposal measures for plants infected with SOD, which would be monitored for changes in SOD treatment recommendations (California Oak Mortality Task Force 2023).

2.5.2. Pitch Canker

The fungal disease commonly referred to as pitch canker affects many pine species and can infect Monterey pine (*Pinus radiata*). Most California native pines are susceptible to pitch canker, but Monterey pine is the most widely affected host. To avoid the spread of this pathogen, the same measures described above to prevent the spread of SOD would be implemented. The Pitch Canker Task Force offers additional information regarding treatment and guidelines for handling woody material infected by pitch canker fungus, which would be monitored for recommendation changes (Pitch Canker Task Force 2023).

2.5.3. Yellow Starthistle

Yellow starthistle is an annual that germinates in February and March and matures in June and July. It produces viable seeds at late senescence of the flower head, and it is therefore vital to control before that point. Management would strategically combine chemical, manual, and mechanical (mowing) methods for removal. Physical methods should focus on reducing seed production and preventing seed germination. Methods for yellow starthistle removal would be based on treatments described by the Cal-IPC. Effective and common treatment methods for yellow starthistle include mowing and focused herbicide application, but other methods may be used as determined by a professional.

2.5.4. French Broom

French broom is a particularly ignitable invasive species known for its ability to shade out seedlings, replace native plant species, and carry fire into tree canopies. This species creates a large seed bank and readily resprouts from the root after cutting, freezing, or fire (Cal-IPC 2020). Removal of French broom is

a priority, as the species presents increased fire hazard, has a robust seedbank, and causes adverse impacts to habitat and aesthetics. Methods for French broom removal would be based on treatments described by the Cal-IPC. Effective and common treatment methods for French broom include pulling and focused herbicide application, but other methods may be used as determined by a professional.

2.5.5. Stinkwort

Stinkwort is a strong-smelling, sticky annual that is common in disturbed areas. Due to prolific seed production, seed barbules, and lack of livestock palatability, stinkwort may easily colonize and subsequently disperse and outcompete native species. Pulling by hand or with a hoe to remove the entire plant, along with its roots, is the best method of control. Removal should occur prior to flowering in the fall to avoid spreading of seeds. Focused herbicide applications can be used as well, as determined by a professional.

2.5.6. Snake Fungal Disease

Snake fungal disease comes from a fungus that lives in the soil. This disease causes face abnormalities, scabs, abnormal molting, and other issues as the fungus consumes keratin in the scales (Thompson et al. 2018). Symptoms are typically mild but can be fatal, as they may prevent snakes from locating and consuming prey. Snakes, such as the federally and state-threatened Alameda whipsnake, are susceptible to this disease. Spread of the fungus to new locations may occur when people track contaminated soil embedded in clothing, shoes, or equipment. In addition to applicable CalVTP SPRs and MMs, the measures described to prevent the spread of SOD would be implemented.

2.6. Treatment Maintenance

The City would monitor the treated areas for maintenance of desired vegetation conditions (“treatment maintenance,” per the CalVTP PEIR). The City would work with the high-risk Golden Eagle neighborhood to identify areas for priority in treatment maintenance to ensure that the defensible space is maintained for maximum benefit. Timing between maintenance activities would vary by habitat type, by changing site condition, and as determined by the City and Golden Eagle. In forested areas, treatment maintenance may occur every 3 to 5 years. In brush-dominated areas, treatment maintenance such as herbivory may occur every 1 to 5 years. In grassland areas or areas where initial treatments were primarily manual, treatment maintenance may occur annually.

Maintenance treatments are anticipated to follow the same methods as initial treatments but are subject to change depending on site response to initial treatment. For example, at locations where intensive vegetation removal (e.g., prescribed burning) occurred, treatment maintenance may use lower-intensity

manual treatment activities in subsequent years. Because vegetation communities are dynamic, treatment activities would be modified to reflect changes.

Throughout the treatment maintenance period, the City would consider the continued relevance of the PSA. Where the City determines that the PSA is no longer sufficiently relevant, the City would determine whether a new or amended PSA or other environmental analysis is warranted. In addition, if more than 10 years pass since approval of the latest PSA update, the City would review the PSA for its applicability to current conditions. For example, the City would conduct a reconnaissance survey to verify that conditions are substantially similar to those anticipated in the PSA. Any updates would be documented.

3.0 ENVIRONMENTAL CHECKLIST

3.1. Vegetation Treatment Project Information

1. **Project Title:** Augustin Bernal Community Park Fuel Reduction
2. **CalVTP ID Number:** 2025-22
3. **Project Proponent's Name and Address:** The City of Pleasanton
   200 Old Bernal Avenue, P.O. Box 520
   Pleasanton, California 94566
4. **Contact Person Information and Phone Number:** Matt Gruber, City Landscape Architect
   (925) 931-5672
   mgruber@cityofpleasantonca.gov
5. **Project Location:** Augustin Bernal Community Park and surrounding communities.
   UTMs: 10S 596065m E 4166218m N
6. **Total Area to Be Treated:** 162 acres
7. **Description of Project:**

The proposed project would involve conducting fuel reduction vegetation management activities on 162 acres across Augustin Bernal Park, Golden Eagle Estates, and surrounding communities in Pleasanton, California. See Section 2.0 for the expanded Project Description.

a. Initial Treatment

See Section 2.0 for expanded Project Description.

Treatment Types

☒ Wildland-Urban Interface Fuel Reduction

☒ Fuel Break (Shaded)

☐ Ecological Restoration

Treatment Activities

Multiple strategies will be utilized to achieve the shaded fuel break and WUI fuel reduction, and therefore the acreage sum below will exceed the actual acreage of the project area.

☒ Prescribed Burning (Broadcast), approximately 42 acres

☒ Prescribed Burning (Pile Burning), approximately 162 acres

☒ Mechanical Treatment, approximately 17 acres, outside of Alameda whipsnake habitat

☒ Manual Treatment, approximately 162 acres

☒ Prescribed Herbivory, approximately 60 acres

☒ Herbicide Application, approximately 1 acre

Fuel Type

☒ Grass Fuel Type

☒ Shrub Fuel Type

☒ Tree Fuel Type

b. Treatment Maintenance

Per Section 2.6, Treatment Maintenance, maintenance treatments are anticipated to follow the same methods as initial treatments but are subject to change depending on site response to initial treatment.

Treatment Types

☒ Wildland-Urban Interface Fuel Reduction

☒ Fuel Break (Shaded)

☐ Ecological Restoration

Treatment Activities

Multiple strategies will be utilized to achieve the shaded fuel break and WUI fuel reduction, and therefore the acreage sum below will exceed the actual acreage of the project area.

☒ Prescribed Burning (Broadcast), approximately 42 acres

☒ Prescribed Burning (Pile Burning), approximately 162 acres

☒ Mechanical Treatment, approximately 17 acres, outside of Alameda whipsnake habitat

☒ Manual Treatment, approximately 162 acres

☒ Prescribed Herbivory, approximately 60 acres

☒ Herbicide Application, approximately 1 acre

Fuel Type

☒ Grass Fuel Type

☒ Shrub Fuel Type

☒ Tree Fuel Type

8. Regional Setting and Surrounding Land Uses:

The proposed project would create and maintain a 162-acre reduced fuel zone in the San Francisco East Bay within and adjacent to Augustin Bernal Community Park, located in the high fire hazard severity zone on Pleasanton Ridge in Alameda County, California (Figures 1 and 2). The Project would be implemented on land owned and/or managed by the City, Golden Eagle Estates, and East Bay Regional Park District at elevations between approximately 600 feet and 1620 feet. The Project is within Augustin Bernal Community Park, adjacent to the unincorporated community of Kilkare Woods, and the neighborhoods of Golden Eagle Estates and The Club at Castlewood. The Project starts southwest of the City, Alameda County, from the start of Long View Trail between Longview Drive and Longview Lane, extending southeast to the Golden Eagle Trail entrance off Golden Eagle Way, adjacent to Castlewood Country Club, then expanding west to the top of Pleasanton Ridge. A small portion of the western portion of the Project is within Pleasanton Ridge Regional Park.

9. Other Public Agencies Whose Approval Is Potentially Required (e.g., permits):

- Pesticide application permit from Alameda County Agricultural Commissioner
- SMP from BAAD
- Burn permit from BAAD
- Burn permit from CAL FIRE
- Waste discharge requirement from the San Francisco Regional Water Quality Control Board (RWQCB)
- Encroachment permits from local public works departments
- Informal consultation with California Department of Fish and Wildlife (CDFW)
- Informal consultation with USFWS

Coastal Act Compliance

☒ The proposed Project is NOT within the Coastal Zone

☐ The proposed Project is within the Coastal Zone (check one of the following boxes)

☐ A coastal development permit has been applied for or obtained from the local Coastal Commission district office or local government with a certified Local Coastal Plan, as applicable.

☐ The local Coastal Commission district office or local government with a certified Local Coastal Plan (in consultation with the local Coastal Commission district office) has determined that a coastal development permit is not required.

10. Native American Consultation:

For treatment projects that are within the scope of the CalVTP PEIR, consultation for Assembly Bill 52 compliance has been completed. The Board of Forestry and Fire Protection conducted consultation pursuant to Public Resources Code (PRC) Section 21080.3.1 during preparation of the PEIR. For treatment projects with impacts not within the scope of the PEIR, pursuant to PRC Sections 21080.3.1, 21080.3.2, and 21082.3, project partners preparing a new negative declaration, mitigated negative declaration, or EIR must notify any California Native American Tribe who has submitted written request for notification of a project in the area of the treatment site. Upon written request for consultation by a Tribe, the project partners must begin consultation before the release of the environmental document and must follow the requirements of the cited PRC sections.

Pursuant to CalVTP SPR CUL-2, an updated Native American contact list and sacred lands file search was obtained from the Native American Heritage Commission (NAHC). The sacred lands data file indicated that no sacred sites occur within the project area or adjacent lands. On July 2, 2025, letters were sent via email to each of the 27 Tribal contacts provided by the NAHC that requested any additional information regarding Tribal resources and to notify the City if they wished to initiate consultation regarding the Project actions. As of the filing date, four responses have been received—two requesting consultation and two confirming receipt. As planning proceeds, the City would continue to consult with interested Tribal representatives regarding the Project and incorporate their concerns into Project planning and mitigation as warranted.

3.2. Determination

On the basis of this PSA and the substantial evidence supporting it:

☒ I find that (a) all of the effects of the proposed project have been covered in the CalVTP PEIR and (b) all applicable SPRs and MMs identified in the CalVTP PEIR will be implemented. The proposed project is, therefore, **WITHIN THE SCOPE** of the CalVTP PEIR. **NO ADDITIONAL CEQA DOCUMENTATION** is required.

☐ I find that the proposed project will have effects that were not covered in the CalVTP PEIR. These effects are less than significant without any mitigation beyond what is already required pursuant to the CalVTP PEIR. A **NEGATIVE DECLARATION** will be prepared.

☐ I find that the proposed project will have effects that were not covered in the CalVTP PEIR or will have effects that are substantially more severe than those covered in the CalVTP PEIR. Although these effects may be significant in the absence of additional mitigation beyond the CalVTP PEIR's measures, revisions to the proposed project or additional MMs have been agreed to by the project proponent that would avoid or reduce the effects so that clearly no significant effects would occur. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

☐ I find that the proposed project will have significant environmental effects that are (a) new and were not covered in the CalVTP PEIR and/or (b) substantially more severe than those covered in the CalVTP PEIR. Because one or more effects may be significant and cannot be clearly mitigated to less than significant, an **ENVIRONMENTAL IMPACT REPORT** will be prepared.

SIGNATURE	4-9-2026 DATE
Matt Gruber PRINTED NAME	Landscape Architect TITLE
City of Pleasanton AGENCY	

4.0 PROJECT-SPECIFIC ANALYSIS AND ADDENDUM

4.1. Aesthetics and Visual Resources

Table 1. Consistency of project-related aesthetics and visual resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact AES-1: Result in Short- Term, Substantial Degradation of a Scenic Vista or Visual Character or Quality of Public Views, or Damage to Scenic Resources in a State Scenic Highway from Treatment Activities	LTS	Impact AES-1, pp. 3.2-16–3.2-19	Yes	AD-4, AES-2, AQ-2, AQ-3, REC-1	NA	LTS	No	Yes
Impact AES-2: Result in Long-Term, Substantial Degradation of a Scenic Vista or Visual Character or Quality of Public Views, or Damage to Scenic Resources in a State Scenic Highway from Wildland Urban Interface Fuel Reduction, Ecological Restoration, or Shaded Fuel Break Treatment Types	LTS	Impact AES-2,pp. 3.2-20–3.2-25	Yes	AD-4, REC-1, AES-1, AES-2, AES-3	NA	LTS	No	Yes

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact AES-3: Result in Long-Term Substantial Degradation of a Scenic Vista or Visual Character or Quality of Public Views, or Damage to Scenic Resources in a State Scenic Highway from the Nonshaded Fuel Break Treatment Type	SU	Impact AES-3, pp. 3.2-25–3.2-27	No	NA	None	NA	NA	NA

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Aesthetic and Visual Resource Impacts: Would the treatment result in other impacts to aesthetics and visual resources that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.1.1. Discussion

4.1.1.1. Impact AES-1

The Project would involve prescribed (broadcast) burning, mechanical treatment, manual treatment, prescribed herbivory, and application of herbicides. The potential for these treatment activities to result in short-term degradation of visual character was examined in the PEIR and found to be less than significant.

Portions of the treatment area would be visible from the southbound lanes of I-680, an officially designated state scenic highway, as well as the northbound lanes of I-680, an eligible state scenic highway (California Department of Transportation 2019). Pursuant to the City's General Plan, a scenic highway designation protects the scenic values of an area, as well as providing passive recreational opportunities to view the associated scenic vistas (City of Pleasanton 2009, page 7-24). According to the Caltrans California Scenic Highway Map, the project site is located approximately 1.3 miles southwest of the nearest point of both the southbound and northbound lanes of I-680 and SR 24 (which run in parallel along this segment of both highways). Augustin Bernal Park is identified in the City's 2022 Housing Element Draft PEIR as part of a series of public and private open space, parks, and greenways that further distinguish the visual character of the City. Additionally, the City's General Plan further identifies the Pleasanton Ridgelands (which includes the project area) as areas of special visual interest that include approximately 13,000 acres and are generally bounded I-580 to the north, the 670-foot elevation near Foothill Road to the east, Niles Canyon Road to the south, and Palomares Road to the west (City of Pleasanton 2022, page 3.1-4). Although in the short term after treatment, the absence of treated vegetation could be noticeable, mature vegetation would remain to provide partial screening of treatment areas. However, equipment, crews, and smoke from prescribed burning could be visible from public viewpoints, including locally designated scenic vistas, and an eligible and officially designated state scenic highway (I-680) in the short term.

Consistent with the PEIR, the presence of large equipment could contrast with the natural environment where publicly visible, such as adjacent to a public trail or roadway. However, treatment and its visibility would be temporary and would not dominate a view or block any views from scenic vistas or state scenic highways. It is important to note that portions of the project treatment area would be shielded by a ridgeline that would largely block public views from I-680 towards those portions of the treatment area. Smoke from prescribed burning could also be visible from public viewpoints/scenic vistas and I-680. These activities also would not substantially degrade the existing visual character or quality of an area, given that the treatment activities would be limited in geographic extent. The potential for the Project to result in short-term substantial degradation of the visual character of the project area within the treatable landscape (69.5 acres) is within the scope of the PEIR because the proposed treatment activities and types

of equipment proposed for use are consistent with those analyzed in the PEIR. The inclusion of land that is outside the CalVTP treatable landscape (92.5 acres) in the proposed project area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing scenic resources are essentially the same within and outside of the treatable landscape; therefore, the short-term aesthetic impact is also the same, as described above. SPRs applicable to the proposed treatments are AD-4, AES-2, AQ-2, AQ-3, and REC-1, which require that public notice be given for any prescribed burning activities, treatment-related equipment be stored outside of the public viewshed, an SMP be submitted if the prescribed burning triggers the threshold (17 CCR Section 80160), a Burn Plan be created, and recreational users be notified of any temporary recreation area closures.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing scenic resources are essentially the same within and outside of the treatable landscape; therefore, the short-term aesthetic impact would also be the same, as described above. The impact of the Project is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.1.1.2. Impact AES-2

Initial and maintenance treatments would include shaded fuel break and WUI fuel reduction treatment types. The potential for these treatment types to result in long-term degradation of the visual character of an area was examined in the PEIR and found to be less than significant. Treatments would occur on both public and private lands. Removal of dead or dying vegetation and hazard trees, thinning shrub-dominated areas, and prescribed burning would result in a change in views. The shaded fuel break treatment would retain canopy cover and retain trees larger than 6 inches DBH while limbing up larger trees to 6 feet. Shrub-dominated areas would be thinned through elective removal of invasive species and dead, woody vegetation and limbs. Vegetation removal activities would retain scrub, and overall dominant scrub habitat type would not be converted to a different habitat type. These methods would largely preserve the natural appearance. Therefore, these treatments would not substantially affect views.

As described in the PEIR, prescribed burning would result in grasses temporarily changing color from green or brown to a dark gray/black. Grass would regrow during the following winter, so this adverse change would be temporary and short in duration. Additionally, prescribed burning and wildfires occur in this area under existing conditions, so similar burned vegetation is already visible in the vicinity of the treatment areas. Finally, the proposed project would be designed to create a landscape appearance closer to native conditions and could therefore result in long-term beneficial visual impacts.

As described in Impact AES-1, portions of the treatment area are visible from I-680, an eligible and official designated state scenic highway, as well as locally designated scenic vistas and viewsheds. Public hiking

trails, in the form of single-track trails and unpaved roads, are also present within and adjacent to the treatment areas. The aesthetic impacts would be temporary and short-term, and the natural characteristics of the treatment areas would remain following treatment. SPRs applicable to the proposed treatments are SPRs AD-4, AES-1, AES-2, AES-3, and REC-1, which require public notification of any prescribed burning and that treatment-related equipment be stored outside of the public viewshed, treatment area edges are feathered to create a natural transitional appearance, vegetation screening is provided within and adjacent to treatment areas, and recreational users be notified of any temporary recreation area closures. The potential for the Project to result in long-term substantial degradation of the visual character of the project area is within the scope of the PEIR because the proposed treatment activities are consistent with those analyzed in the PEIR.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing scenic resources are essentially the same within and outside of the treatable landscape; therefore, the short-term aesthetic impact would also be the same, as described above. The impact of the proposed project is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.1.1.3. Impact AES-3

This impact does not apply to the proposed project because no non-shaded fuel breaks are proposed.

4.1.1.4. New Aesthetic and Visual Resource Impacts

The proposed treatments are consistent with the treatment types and activities covered in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of the proposed treatments and determined they are consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (per Sections 3.2.1, Environmental Setting, and 3.2.2, Regulatory Setting, in Volume II of the Final PEIR). The project proponent has also determined that the inclusion of land in the proposed treatment area that is outside the CalVTP treatable landscape (92.5 acres of a total of 162 acres or approximately 57 percent of the total project treatment area) constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing environmental conditions pertinent to aesthetics and visual resources that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape; therefore, the impacts would be the same, and, for the reasons described above, impacts of the proposed treatment project are consistent with those covered in the PEIR. No changed circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impact. Therefore, no new impact related to aesthetics and visual resources would occur.

4.2. Agriculture and Forestry Resources

Table 2. Consistency of project-related agriculture and forestry resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact AG-1: Directly Result in the Loss of Forest Land or Conversion of Forest Land to a Non-Forest Use or Involve Other Changes in the Existing Environment Which, Due to Their Location or Nature, Could Result in Conversion of Forest Land to Non-Forest Use	LTS	Impact AG-1, pp. 3.3-7–3.3-8	Yes	NA	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Agriculture and Forestry Resource Impacts: Would the treatment result in other impacts to agriculture and forestry resources that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.2.1. Discussion

4.2.1.1. Impact AG-1

The proposed project would incorporate a variety of vegetation management strategies, including manual treatment and mechanical methods such as chipping and mowing. It would also utilize prescribed herbivory, controlled burning—both pile and broadcast—and targeted herbicide application. Biomass disposal would be carried out through techniques like lopping, scattering or broadcasting, off-site removal, and pile burning. The vegetation communities in the project area include coastal scrub, annual grasslands, blue oak woodland, and coastal oak woodland. There is no farmland within the project area. The PEIR found the potential loss of forest land from proposed treatments to be a less-than-significant impact, as activities aim to reduce wildfire risk and improve forest health without permanently converting land. Potential impacts of the Project resulting in the conversion of forest land are within the scope of the PEIR as the treatment activities are consistent with those addressed in the PEIR. The creation of the WUI fuel reduction zone and shaded fuel break would employ a treatment approach which generally follows guidelines for the removal of ladder fuels, invasive plants, understory vegetation, and hazard trees within the vegetation treatment types. The treatment approach would also retain tree canopy to the greatest extent feasible, including strategic removal, and retain live native vegetation. Post-treatment tree cover in woodlands and forests would meet the PRC 12220(g) definition of forest land—capable of supporting at least 10 percent native tree cover under natural conditions. The proposed project would not remove trees for commercial purposes and would not result in conversion of the dominant vegetation types. Therefore, the Project would not result in loss of forest land or conversion of forest land to non-forest use. This impact is within the scope of the PEIR because the treatment activities and intensity are consistent with those analyzed in the PEIR.

The inclusion of approximately 93 acres of land that are outside the CalVTP treatable landscape constitutes a change to the geographic extent presented in the PEIR. Within the project area, existing conditions within forested land are essentially the same within and outside of the treatable landscape. Therefore, the impact to forested land is also the same. No Prime Farmland, Unique Farmland, or Farmland of Statewide Importance is present within the project area (California Department of Conservation 2022); therefore, no conversion of farmland would occur. No SPRs are applicable to this impact. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.2.1.2. New Agriculture and Forestry Resource Impacts

Treatments included in the proposed project are consistent with the treatments and activities that are considered in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of

the proposed project and determined that they are consistent with the environmental and regulatory settings stated in the CalVTP PEIR (Volume II, Sections 3.3.1 and 3.3.2). The project proponent has also determined that the inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing environmental and regulatory conditions present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape; therefore, the impacts of the proposed treatment project are also consistent with those covered in the PEIR. No changed circumstances would lead to new significant impacts not addressed in the PEIR. Therefore, no new impact related to agriculture and forestry resources that is not covered in the PEIR would occur.

4.3. Air Quality

Table 3. Consistency of project-related air quality impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Environmental Impact Covered in the PEIR	Identify Impact Significance in the PEIR	Identify Location of Impact Analysis in the PEIR	Does the Impact Apply to the Treatment Project?	List SPRs Applicable to the Treatment Project[1]	List MMs Applicable to the Treatment Project[1]	Identify Impact Significance for Treatment Project	Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?	Is This Impact within the Scope of the PEIR?
Would the project:								
Impact AQ-1: Generate Emissions of Criteria Air Pollutants and Precursors During Treatment Activities that would exceed California Ambient Air Quality Standards (CAAQS) or National Ambient Air Quality Standards (NAAQS)	PSU	Table 3.4-1; Impact AQ-1, pp. 3.4-26–3.4-32; Appendix AQ-1	Yes	AD-1, AD-4, AQ-1 through AQ-4, AQ-6	MM AQ-1	SU	No	Yes
Impact AQ-2: Expose People to Diesel Particulate Matter Emissions and Related Health Risk	LTS	Table 3.4-6; Impact AQ-2 pp. 3.4-33–3.4-34; App. AQ-1	Yes	AQ-1, HAZ-1, NOI-4, NOI-5	NA	LTS	No	Yes
Impact AQ-3: Expose People to Fugitive Dust Emissions Containing Naturally Occurring Asbestos (NOA) and Related Health Risk	LTS	Section 3.4.2; Impact AQ-3, pp. 3.4-34–3.4-35	No	None	NA	No Impact	No	Yes
Impact AQ-4: Expose People to Toxic Air Contaminants Emitted by Prescribed Burns and Related Health Risk	PSU	Section 3.4.2; Impact AQ-4, pp. 3.4-35–3.4-37	Yes	AD-4, AQ-1, AQ-2, AQ-3, AQ-6	NA (no feasible mitigation available)	SU	No	Yes

Environmental Impact Covered in the PEIR	Identify Impact Significance in the PEIR	Identify Location of Impact Analysis in the PEIR	Does the Impact Apply to the Treatment Project?	List SPRs Applicable to the Treatment Project[1]	List MMs Applicable to the Treatment Project[1]	Identify Impact Significance for Treatment Project	Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?	Is This Impact within the Scope of the PEIR?
Would the project:								
Impact AQ-5: Expose People to Objectionable Odors from Diesel Exhaust	LTS	Impact AQ-5, pp. 3.4-37–3.4-38	Yes	HAZ-1, NOI-4, NOI-5	NA	LTS	No	Yes
Impact AQ-6: Expose People to Objectionable Odors from Smoke During Prescribed Burning	PSU	Section 2.5.2; Impact AQ-6; pp. 3.4-38	Yes	AD-4, AQ-1, AQ-2, AQ-3, AQ-6	NA (no feasible mitigation available)	SU	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Air Quality Impacts: Would the treatment result in other impacts to air quality that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.3.1. Discussion

4.3.1.1. Impact AQ-1

The use of vehicles, mechanical equipment, prescribed herbivory, herbicides, and prescribed burning during initial and maintenance treatments would result in emissions of criteria pollutants that could exceed CAAQS or NAAQS thresholds for the San Francisco Bay Area Air Basin. The potential for emissions of criteria pollutants to exceed CAAQS or NAAQS thresholds was examined in the PEIR and was found to be potentially significant because treatment activities could generate pollutants—such as particulate matter, ozone precursors, or nitrogen oxides—in quantities that might surpass regulatory limits, especially in areas already designated as nonattainment for one or more pollutants. Emissions of criteria air pollutants related to the proposed treatment are within the scope of the PEIR because the associated equipment and duration of use are consistent with those analyzed in the PEIR.

The SPRs applicable to this treatment project are AD-1, AD-4, AQ-1 through AQ-4, and AQ-6, which require public notification for prescribed burning; compliance with applicable BAAD air quality requirements; submittal of an SMP and Burn Plan if the prescribed burning triggers the threshold (17 CCR Section 80160); minimizing dust; and following all safety procedures required of a CAL FIRE crew. SPR AQ-5 would not apply because no NOA, ultramafic rock outcrops, or former asbestos mines are mapped in or near the treatment area (USGS 2011, 2017). Additionally, the City would implement the emission reduction techniques included in MM AQ-1 to the extent feasible. However, because the treatments would be implemented by a public agency with limited funding, procuring or paying additional amounts for contractors that use equipment meeting the latest efficiency standards, including meeting USEPA's Tier 4 emission standards, using renewable diesel fuel, using electric- and gasoline-powered equipment, and using equipment with Best Available Control Technology may be cost-prohibitive. Carpooling would be encouraged by the City, but because crews may not all be employed with the same company, carpooling may not be feasible to implement for most of the workers. The City would document the extent the agency and/or its contractors are able to implement MM AQ-1. Renewable diesel would be used by the City and/or its contractors to the extent required by state regulations. For these reasons, and as explained in the PEIR, this impact would remain significant and unavoidable. In addition to the CalVTP PEIR SPRs and MMs, additional project-specific measures are described below each applicable measure.

- MM AQ-1: Implement On-Road Vehicle and Off-Road Equipment Exhaust Emission Reduction Techniques

The City would document the extent that it and/or its contractors are able to implement MM AQ-1 by documenting each unit's certified engine tier specification and applicable CARB fleet regulation compliance certificates prior to mobilization. This information would be compiled in an annual monitoring

compliance report for the Project. Renewable diesel would be used by the agency and/or its contractors to the extent required by state regulations.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the air quality conditions present and air basin in the areas outside the treatable landscape are essentially the same as those within the treatable landscape; therefore, the air quality impact is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.3.1.2. Impact AQ-2

The use of vehicles and mechanical equipment during initial and maintenance treatments could expose people to diesel particulate matter emissions. The potential to expose people to diesel particulate matter emissions was examined in the PEIR and found to be less than significant because the activities would comply with air quality regulations, use modern equipment with emission controls, and limit exposure through operational safeguards and distance from sensitive receptors. Diesel particulate matter emissions from the proposed treatments are within the scope of the PEIR because the exposure potential is the same as analyzed in the PEIR, and the types and amount of equipment that would be used, as well as the duration of use during proposed treatments, are consistent with those analyzed in the PEIR. SPRs applicable to this treatment are AQ-1, HAZ-1, NOI-4, and NOI-5, which require complying with air quality regulations, maintaining equipment, locating staging areas away from sensitive receptors, and limiting equipment idling time, respectively.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. The portions of the project area that lie outside the CalVTP treatable landscape are located within 0.25 miles of the treatable landscape. The inclusion of land outside of the treatable landscape does not affect the pace at which treatment activities move across sites as outlined in the PEIR, and, therefore, diesel particulate matter emissions would not occur near any one sensitive receptor for a prolonged time. Additionally, air quality conditions and the presence of sensitive receptors within the broader project area are essentially the same as those inside or near the treatable landscape, resulting in comparable exposure potential and air quality impacts as previously described. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.3.1.3. Impact AQ-3

This impact does not apply to the treatment project because no NOA, ultramafic rock outcrops, serpentine soils, or former asbestos mines are mapped in or near the treatment area, and no serpentine soils or serpentine outcrops were observed during biological reconnaissance surveys (USGS 2011, 2017; Sequoia 2025).

4.3.1.4. Impact AQ-4

Prescribed burning during initial and maintenance treatments could expose people to toxic air contaminants. The potential to expose people to toxic air contaminants from prescribed burning was examined in the PEIR and found to be potentially significant because such burns release smoke containing fine particulate matter and other harmful compounds that can affect respiratory and cardiovascular health, especially in areas near sensitive populations or regions already experiencing poor air quality. The duration and parameters of the prescribed burns are within the scope of the activities addressed in the PEIR, and within the BAAB, air quality conditions are consistent with those analyzed in the PEIR for Alameda County and Pleasanton. Therefore, the potential for exposure to toxic air contaminants is also within the scope of the PEIR. SPRs applicable to these treatment activities are AD-4, AQ-1, AQ-2, AQ-3, and AQ-6. All feasible measures to prevent and minimize smoke emissions, as well as exposure to smoke, are included in SPRs; however, this impact would remain significant and unavoidable, as explained in the PEIR.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the air quality conditions present and air basin in the areas outside the treatable landscape are essentially the same as those within the treatable landscape. Therefore, the air quality impact is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.3.1.5. Impact AQ-5

The use of vehicles and mechanical equipment during initial and maintenance treatments could expose people to objectionable odors from diesel exhaust. The PEIR determined that the potential for exposing individuals to diesel exhaust odors is less than significant, as these odors are typically short-lived, confined to specific areas, and classified as nuisance pollutants rather than health risks. Additionally, treatment activities are brief and spread out, reducing the likelihood of sustained exposure near sensitive locations. This impact is within the scope of the PEIR because the exposure potential and the proposed activities, as well as the associated equipment and duration of use, are consistent with those analyzed in the PEIR. SPRs

applicable to this treatment are HAZ-1, NOI-4, and NOI-5, which would require equipment maintenance, limiting vehicle idling time to 5 minutes, and notification of off-site sensitive receptors.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the air quality conditions and types of sensitive receptors present in the areas outside the treatable landscape are essentially the same as those within, or adjacent to, the treatable landscape; therefore, the air quality impact is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.3.1.6. Impact AQ-6

Prescribed burning during initial and maintenance treatments could expose people to objectionable odors. The PEIR found the impact due to odors from prescribed burning to be potentially significant due to their intensity, duration, proximity to sensitive receptors, and likelihood of sustained exposure impacting nearby communities. The duration and parameters of the prescribed burn treatment and the exposure potential of the Project are consistent with the activities addressed in the PEIR. Therefore, the resultant potential for exposure to objectionable odors from smoke associated with the Project is also within the scope of impacts covered in the PEIR. SPRs that are applicable to this treatment project are AD-4, AQ-1, AQ-2, AQ-3, and AQ-6. All feasible measures to prevent and minimize smoke odors, as well as exposure to smoke odors, are included in SPRs; however, this impact would remain significant and unavoidable, as explained in the PEIR.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the air quality conditions present and types of sensitive receptors in the areas outside the treatable landscape are essentially the same as those within, or adjacent to, the treatable landscape; therefore, the air quality impact is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.3.1.7. New Air Quality Impacts

The proposed treatments are consistent with the treatment types and activities covered in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of the proposed treatments and determined they are consistent with the applicable regulatory and environmental conditions presented in the CalVTP PEIR (refer to Sections 3.4.1, Regulatory Setting, and 3.4.2, Environmental Setting, in Volume II of the Final PEIR). The inclusion of approximately 93 acres of land that is outside the CalVTP

treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR, but the added acreage would not expand the total annual acreage of 250,000 acres per year proposed for treatment under the PEIR. Additionally, within the boundary of the project area, the existing environmental and regulatory conditions pertinent to air quality that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape because they are immediately adjacent to each other, the air basin is the same, and the treatment activities and associated air emissions are the same. Therefore, the impacts are the same, and, for the reasons described above, impacts of the proposed treatment project are consistent with those covered in the PEIR. No changed circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impact not addressed in the PEIR. No new impact related to air quality that is not covered in the PEIR would occur.

4.4. Archaeological, Historical, and Tribal Cultural Resources

Table 4. Consistency of project-related archaeological, historical, and tribal cultural resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Environmental Impact Covered in the PEIR	Identify Impact Significance in the PEIR	Identify Location of Impact Analysis in the PEIR	Does the Impact Apply to the Treatment Project?	List SPRs Applicable to the Treatment Project[1]	List MMs Applicable to the Treatment Project[1]	Identify Impact Significance for Treatment Project	Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?	Is This Impact within the Scope of the PEIR?
Would the project:								
Impact CUL-1: Cause a Substantial Adverse Change in the Significance of Built Historical Resources	LTS	Impact CUL-1, pp. 3.5-14–3.5-15	Yes	CUL-1, CUL-7, CUL-8	NA	LTS	No	Yes
Impact CUL-2: Cause a Substantial Adverse Change in the Significance of Unique Archaeological Resources or Subsurface Historical Resources	SU	Impact CUL-2, pp. 3.5-15–3.5-16	Yes	CUL-1, CUL-2, CUL-3, CUL-4, CUL-5, CUL-8	CUL-2	LTSM	No	Yes
Impact CUL-3: Cause a Substantial Adverse Change in the Significance of a Tribal Cultural Resource	LTS	Impact CUL-3, p. 3.5-17	Yes	CUL-1, CUL-2, CUL-3, CUL-4, CUL-5, CUL-6, CUL-8	NA	LTS	No	Yes
Impact CUL-4: Disturb Human Remains	LTS	Impact CUL-4, p. 3.5-18	Yes	NA	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Archaeological, Historical, and Tribal Cultural Resource Impacts: Would the treatment result in other impacts to archaeological, historical, and Tribal cultural resources that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.4.1. Discussion

A cultural resources assessment report has been prepared for the project area (Attachment B), which includes the treatment areas. The methods performed for this report included a background records search consistent with SPR CUL-1, notifications to local Native American representatives consistent with SPR CUL-2, cultural resource research consistent with SPR CUL-3, and a stratified sampling-approach pedestrian survey of the project area consistent with SPR CUL-4. A record search was requested at the Northwest Information Center (NWIC) to determine whether any portions of the project area had been previously surveyed for cultural resources and identify the presence of any previously recorded cultural resources within the project area, as well as a 0.25-mile buffer (the search radius). The records search was received on March 27, 2025 (NWIC File No. 24-1367). Other sources of information that were reviewed included, but were not limited to, the current listings of properties on the National Register of Historic Places (NRHP), California Historical Landmarks, California Register of Historical Resources (CRHR), California Points of Historical Interest as listed in the Office of Historic Preservation's Historic Property Directory, and the Built Environment Resource Directory for Alameda County (OHP 2025).

No resources have been previously recorded within the project area or search radius, and no CRHR- or NRHP-listed historical resources or properties have been recorded within the treatment area or the search radius. According to the record search results, the boundaries of 2 previous studies intersect the project area. Of the approximately 162 acres of land within the project area, about 152 acres have been previously surveyed for cultural resources.

A pedestrian survey was conducted on June 9, 2025, by Montrose Environmental archaeologists. Due to the extensive steep topography in the project area, the survey strategy was stratified to take into account both slope and accessibility from a travel-cost perspective. Specifically, some portions of the project area that represented slopes of 10 percent or lower and were over 2 acres in area were subjected to more intensive survey techniques (transects of 20 meters or less). Not all areas that represent these flat slopes were surveyed due to their isolation within areas surrounded by steep hillsides. Other areas that represented slopes between 10 and 20 percent were surveyed, based on sensitivity and lack of isolation within steeper areas, using wider intervals of 20 to 40 meters. No other areas were subject to pedestrian survey due to the steepness of the slopes (greater than 20 percent) or, as mentioned above, because they were isolated within areas surrounded by steep mountainous areas where the travel costs on foot would minimize the potential for long-term habitation or settlement by prehistoric populations (Byrd et al. 2017). A total of about 60 acres were subject to either intensive or cursory archaeological survey.

A hand trowel was used to remove vegetation in order to observe the ground surface throughout the surveyed areas. In addition, due to the heavy vegetation and grass cover that overlays the entire project area, two shovel test pits were dug in areas considered of higher sensitivity for archaeological resources

in order to better observe the subsurface conditions and inspect for evidence of archaeological deposits. No evidence of archaeological deposits was identified as the result of the survey.

Consistent with CalVTP SPR CUL-2, an updated Native American contact list and sacred lands file search was obtained from the NAHC. The sacred lands data file indicated no sacred sites had previously been recorded within the project area or adjacent lands. On July 2, 2025, letters were sent to each of the 27 Tribal contacts provided by the NAHC via email. The letters requested information regarding Tribal resources and asked the Tribes to notify the City if they wished to initiate consultation regarding the project actions. To date, responses have been received from the Confederated Villages of Lisjan Nation, Tamien Nation, Wilton Rancheria, the Ohlone Indian Tribe, and the Costanoan Rumsen Carmel Tribe.

The Confederated Villages of Lisjan Nation responded on July 2, 2025, and requested consultation. The Tribe also requested specific information regarding proposed ground disturbance and the NWIC search results and cultural resources report for the Project. The Costanoan Rumsen Carmel Tribe responded on July 23, 2025, and stated that the Tribe would like to set up a consultation meeting to further discuss the Project. The Ohlone Indian Tribe responded on July 3, 2025, and requested the results of SPR CUL-2. Tamien Nation responded on July 3, 2025, and stated that the Tribe will defer consultation to the Confederated Villages of Lisjan Nation. Wilton Rancheria responded on August 1, 2025, stating that the Tribe currently has no concerns regarding the Project and requesting to be notified if there are any changes or updates to the Project. As planning proceeds, the City will continue to consult with interested Tribal representatives regarding the Project and incorporate their concerns into project planning and mitigation as warranted.

4.4.1.1. Impact CUL-1

The potential for vegetation treatment activities, such as manual and mechanical treatments that cause ground disturbance, to cause adverse effects to historical resources (those resources evaluated as eligible for listing in the CRHR) was examined in the PEIR and found to be less than significant. According to the NWIC results, no historic-era built environment resources have been previously recorded within the project area. Additionally, the cultural pedestrian survey conducted for the Project did not identify any historic-era built cultural resources. Any impact to potential historical resources, including, but not limited to, structures, buildings, or foundations, would be avoided, per SPR CUL-7, due to the lack of any proposed demolition or material alteration of a structure or building or overall setting. This potential impact is within the scope of the PEIR because the treatment activities and the intensity of ground disturbance that would occur under the proposed project are consistent with those analyzed in the PEIR. SPRs applicable to this impact are CUL-1, CUL-7, and CUL-8. As described above, archaeological and historical resource record searches have been conducted per SPR CUL-1. SPR CUL-7 requires the avoidance of known built historical

resources and the avoidance of built-environment structures that have not yet been evaluated for historical significance, and SPR CUL-8 requires worker training regarding protection of historical resources.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the treatment area, the potential to encounter built-environment structures that have not yet been evaluated for historical significance in areas outside the treatable landscape is essentially the same as within the treatable landscape; therefore, the potential impact to historical resources is also the same, as described above. This impact of the proposed project is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.4.1.2. Impact CUL-2

Vegetation treatment activities will include mechanical treatments that use heavy equipment that could result in ground disturbance as vegetation is removed, which may result in adverse impacts to unknown historical resources (archaeological sites) or unique archaeological resources if present within a treatment area. According to the NWIC records search, no previously recorded resources are located within the project area. Consequently, no impact to previously recorded resources is expected to occur from the program actions. However, subsurface components of unknown archaeological sites may exist within the areas of proposed activity.

The potential for treatment activities to result in disturbance to, damage to, or destruction of archaeological resources was examined in the PEIR and found to be significant but would be less than significant for the proposed project with implementation of SPRs and mitigation. This impact is within the scope of the PEIR because the treatment activities and the intensity of ground disturbance that would occur under the proposed project are consistent with those analyzed in the PEIR. SPRs applicable to this impact are CUL-1 through CUL-5 and CUL-8. As described above, methods consistent with SPR-1 through SPR-4 have been implemented for the purposes of this PSA. Further, SPR CUL-8 shall be implemented, which requires worker training regarding the protection of sensitive archaeological, historical, and Tribal cultural resources.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the treatment area, the potential for discovery of archaeological resources is essentially the same within and outside the treatable landscape; therefore, the potential impact to unique archaeological resources or subsurface historical resources is also the same, as described above. This impact of the proposed project is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.4.1.3. Impact CUL-3

As previously summarized, Native American contacts identified by the NAHC were sent an invitation to consult via email on July 2, 2025, consistent with the requirements of SPR CUL-2. To date, responses have been received from the Confederated Villages of Lisjan Nation, Tamien Nation, Wilton Rancheria, the Ohlone Indian Tribe, and the Costanoan Rumsen Carmel Tribe. The potential for treatment activities to cause a substantial adverse change in the significance of a Tribal cultural resource was examined in the PEIR. Proposed treatment activities include manual and mechanical treatment activities that may require ground disturbance, as well as the use of herbicides, which may adversely affect ethnobotanicals or material culture that may have Tribal importance. The potential for the proposed treatment activities to cause a substantial adverse change in the significance of a Tribal cultural resource during vegetation treatment was examined in the PEIR and found to be less than significant with the implementation of SPR CUL-6. As planning proceeds, additional information provided by Tribes during the consultation process may identify the potential for a substantial adverse change to a Tribal cultural resource to result from project-related actions, and measures to protect the resource shall be formulated consistent with SPR CUL-6, which, upon implementation, would avoid any substantial adverse change to any Tribal cultural resource. The potential for adverse effects on Tribal cultural resources during implementation of the proposed project is within the scope of the activities and impacts addressed in the PEIR because the treatment activities and intensity of ground disturbance are consistent with those analyzed in the PEIR. SPRs applicable to this treatment are CUL-1 through CUL-6 and CUL-8. SPRs CUL-1 through CUL-4 have been conducted during preparation of this PSA. SPR CUL-5 and CUL-6 require consulting with the geographically affiliated Tribes to avoid and protect any resources identified, and SPR CUL-8 requires worker training regarding the protection of sensitive archaeological, historical, and Tribal cultural resources.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the potential for tribal cultural resources present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape; therefore, the potential impact to Tribal cultural resources is also the same, as described above. This impact of the proposed project is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.4.1.4. Impact CUL-4

Vegetation treatment activities would include mechanical treatments that use heavy equipment that could result in ground disturbance as vegetation is removed, which could uncover human remains, if present in a treatment area. The potential for treatment activities to uncover human remains was examined in the

PEIR and found to be less than significant. The NWIC records search did not identify any previously recorded burials or sites that have the potential to contain human remains. This impact is within the scope of the PEIR because the intensity of ground disturbance under the proposed project is consistent with what was analyzed in the PEIR. Additionally, consistent with the PEIR, the proposed project would comply with California Health and Safety Code Sections 7050.5 and 7052 and PRC Section 5097 in the event of a discovery.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the potential for discovery of human remains present in the areas outside the treatable landscape is essentially the same as within the treatable landscape; therefore, the potential impact to human remains is also the same, as described above. This impact of the proposed project is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.4.1.5. New Archaeological, Historical, and Tribal Cultural Resource Impacts

The proposed project treatments are consistent with the treatment types and activities considered in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of the proposed treatment Project and determined they are consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (refer to Sections 3.5.1, Environmental Setting, and 3.5.2, Regulatory Setting, in Volume II of the Final PEIR). The project proponent has also determined that the inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a changed circumstance to the geographic extent presented in the PEIR. However, within the boundary of the treatment area, the existing environmental and regulatory conditions pertinent to archaeological, built historical resources, or Tribal cultural resources that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape; therefore, the impacts of the proposed treatment project are also consistent with those covered in the PEIR. No changed circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new or more severe significant impacts. Therefore, no new impact related to archaeological, historical, or Tribal cultural resources would occur.

4.5. Biological Resources

Table 5. Consistency of project-related biological resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact BIO-1: Substantially Affect Special-Status Plant Species Either Directly or through Habitat Modifications	LTSM	Impact BIO-1, pp. 3.6-131–3.6.138	No	AD-2, AD-3, AD-5, AQ-3, AQ-4, BIO-1, BIO-2, BIO-3, BIO-6, BIO-7, BIO-9, GEO-1, GEO-3, GEO-4, GEO-5, GEO-7, HAZ-5, HAZ-6, HYD-2, HYD-5	BIO-1a, BIO-1b, BIO-2a, BIO-2b, BIO-3a, BIO-4	LTS	No	Yes

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact BIO-2: Substantially Affect Special-Status Wildlife Species Either Directly or through Habitat Modifications	LTSM	Impact BIO-2, pp. 3.6-138–3.6-184	Yes	AD-2, AD-3, AD-5, AQ-4, BIO-1, BIO-2, BIO-3, BIO-9, BIO-10, BIO-11, BIO-12, GEO-1, HAZ-5, HAZ-6, HYD-1, HYD-2, HYD-3, HYD-4, HYD-5	BIO-2a, BIO-2b, BIO-2e, BIO-2g, BIO-3a, BIO-4, BIO-5	SU: Crotch's and obscure bumble-bee PS: Alameda whipsnake LTSM for all others	No	Yes
Impact BIO-3: Substantially Affect Riparian Habitat or Other Sensitive Natural Community through Direct Loss or Degradation that Leads to Loss of Habitat Function	LTSM	Impact BIO-3, pp. 3.6-186–3.6-191	Yes	AD-2, AD-3, AD-5, BIO-1, BIO-2, BIO-3, BIO-6, BIO-9, HYD-4	BIO-3a	LTSM	No	Yes

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact BIO-4: Substantially Affect State or Federally Protected Wetlands	LTSM	Impact BIO-4, pp. 3.6-191–3.6-192	Yes	AD-2, AD-3, AD-5, BIO-1, BIO-9, HAZ-5, HAZ-6, HAZ-7, HYD-1, HYD-2, HYD-3, HYD-4, HYD-5, HYD-6	BIO-4	LTSM	No	Yes
Impact BIO-5: Interfere Substantially with Wildlife Movement Corridors or Impede Use of Nurseries	LTSM	Impact BIO-5, pp. 3.6-192–3.6-196	Yes	AD-2, AD-3, AD-5, BIO-1, BIO-2, BIO-3, BIO-10, BIO-11, HYD-4, HYD-5	BIO-5	LTSM	No	Yes
Impact BIO-6: Substantially Reduce Habitat or Abundance of Common Wildlife	LTS	Impact BIO-6, pp. 3.6-197–3.6-198	Yes	AD-2, AD-3, AD-5, BIO-1, BIO-2, BIO-3, BIO-12	--	LTS	No	Yes

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact BIO-7: Conflict with Local Policies or Ordinances Protecting Biological Resources	No Impact	Impact BIO-7, pp. 3.6-198–3.6-199	Yes	AD-3	--	No Impact	No	Yes
Impact BIO-8: Conflict with the Provisions of an Adopted Natural Community Conservation Plan, Habitat Conservation Plan, or Other Approved Habitat Plan	No Impact	Impact BIO-8, pp. 3.6-199–3.6-200	No	--	--	--	--	--

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact. None: There are SPRs and/or MMs identified in the PEIR for this impact, but none are applicable to the treatment project.

New Biological Resources Impacts: Would the treatment result in other impacts to biological resources that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.5.1. Discussion

4.5.1.1. Impact BIO-1

The Project proposes manual and mechanical vegetation removal, prescribed burning, pile burning, prescribed herbivory, and targeted herbicide application. These treatment activities could result in direct or indirect adverse effects to special-status plant species. Mechanical treatment and herbicide application have potential to impact special-status species directly or indirectly if not strategically applied; however, strategic removal of understory vegetation and invasive species would promote the regeneration of native species that support a healthier residual forest. The Project is designed to reduce the risk of catastrophic stand-replace wildfires, which would threaten known sensitive plant populations.

The potential for adverse effects to special-status plant species is within the scope of the activities and impacts addressed in the PEIR because the treatment activities and intensity of disturbance resulting from implementing treatment activities are consistent with those analyzed in the PEIR. Impacts to special-status plants would be reduced to less than significant through following certain SPRs and MMs (Attachment A). In addition to the CalVTP PEIR SPRs and MMs, additional project-specific measures are described below each applicable measure.

No special-status plant species have moderate to high potential to occur on the project site. The potential for adverse effects to special-status plant species is within the scope of the activities and impacts addressed in the PEIR because the treatment activities and intensity of disturbance resulting from implementing treatment activities are consistent with those analyzed in the CalVTP PEIR. Impacts to special-status plants would be reduced to less than significant with the following SPRs and MMs. Additional project-specific measures are described below each applicable measure.

- SPR AD-2: Delineate Protected Resources for Avoidance
- SPR AD-3: Consistency with Local Plans, Policies, and Ordinances
- SPR AD-5: Maintain Site Cleanliness
- SPR AQ-3: Create Burn Plan
    - No fire ignition (nor use of associated accelerants) would occur within 50 feet of listed plants
- SPR AQ-4: Minimize Dust
- SPR BIO-1: Review and Survey Project-Specific Biological Resources and Determine whether Avoidance Is Possible
- SPR BIO-2: Require Biological Resource Training for Workers
- SPR BIO-3: Survey Sensitive Natural Communities and Other Sensitive Habitats and Map Locations
    - If any rare plant populations are found, the location, quantity, and description would be reported to the California Natural Diversity Database
    - Any in-field methods of identification that would require handling would follow proper permitting and protocols

- SPR BIO-6: Prevent Spread of Plant Pathogens
    - To contain the spread of *P. ramorum*, crews would minimize the movement of soil and leaf litter under and around infected trees, and boots, treads, and equipment such as saws, shovels, hoes, and other tools would be scrubbed free of soil and debris that come from infected sites
    - All reasonable methods to sanitize shoes and equipment would be used in areas with susceptible species, both before and after work in those areas; these methods would follow best practices, which would include disinfecting material with 10 percent bleach, Lysol, or 70 percent isopropyl alcohol after the surface has been scrubbed free of debris with bristle brushes, or other BMPs
    - Any material suspected of being infected would stay in the area, as close to the origin point as possible
    - Generally, removal of *P. ramorum*-infected or killed oak trees would only be necessary if the tree is considered hazardous in a park setting
        - When infected oaks are cut down and left on-site, the branches would be chipped and cut and split, if possible, to reduce fire hazard and facilitate decomposition; if chipping is not possible, material would be lopped and scattered downslope and away from host species to reduce fire hazard and further spread
        - When it is not feasible to leave debris on-site, infested material would be disposed of at an approved and permitted dump facility
- SPR BIO-7: Survey for Special-Status Plants
- SPR BIO-9: Prevent Spread of Invasive Plants, Noxious Weeds, and Invasive Wildlife
    - Treatment of invasive plants and noxious weeds would follow the guidelines provided by Cal-IPC and other current scientifically based methods
    - When working in areas with broom, starthistle, or other invasive plants, crews would ensure equipment is cleaned of all soil, mud, and debris before departing the site
    - Whenever possible, crews and equipment would remain on paved, rocked, and well-traveled trails and would avoid cross-country travel
    - Mud, soil, and organic debris would be removed from equipment, treads, and boots before moving between work sites, with removed soil being left at its original location
- SPR GEO-1: Suspend Disturbance during Heavy Precipitation
- SPR GEO-3: Stabilize Disturbed Soil Areas
- SPR GEO-4: Erosion Monitoring
- SPR GEO-5: Drain Stormwater via Water Breaks
- SPR GEO-7: Minimize Erosion
    - Whenever feasible, heavy equipment would remain on a stable operating surface to prevent erosion
        - Heavy equipment would not occur on slopes of 50 percent or greater
- SPR HAZ-5: Spill Prevention and Response Plan
    - Herbicide application would not occur within protective buffers for special-status plants to prevent drift and non-target application
- SPR HAZ-6: Comply with Herbicide Application Regulations
- SPR HYD-2: Avoid Construction of New Roads
- SPR HYD-5: Protect Non-target Vegetation and Special-Status Species from Herbicides

Even with implementation of the above SPRs, impacts could be potentially significant per the CalVTP PEIR. MMs BIO-1a and BIO-1b would be required when the following conditions are met:

- Where sensitive species are known to occur
- When treatments cannot be completed in the dormant season, or the species are persistent year-round due to its lifecycle (woody or non-dormant)
- When treatments would be implemented during the growing period of sensitive annual and geophyte species
- Where protocol-level surveys are required (per SPR BIO-7) and special-status plants are identified during these surveys

Following implementation of MMs BIO-1a and BIO-1b, special-status plants identified during protocol-level surveys would be given a no-disturbance buffer of 50 feet, within which vegetation treatment activities would not occur unless a qualified RPF or biologist determines that the species would benefit from treatment in the occupied habitat area. The size and shape of the generally 50-foot buffer would be adjusted if a qualified RPF or biologist determines that a smaller or larger buffer would be sufficient to avoid impacts on listed plants. Additionally, all state- and federally protected wetlands would be avoided (MM BIO-4) by a standard buffer of 25 feet and would be adjusted if slopes or other conditions warrant an increased buffer. Mitigation of the 15 special-status plant species with potential to occur is considered based on persistence of detection throughout their lifecycle.

- MM BIO-1a: Avoid Loss of Special-Status Plants Listed under Federal Endangered Species Act (ESA) or California Endangered Species Act (CESA)
- MM BIO-1b: Avoid Loss of Special-Status Plants Not Listed under ESA or CESA
- MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)
- MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)
- MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands
- MM BIO-4: Avoid State- and Federally Protected Wetlands

Impacts to Sensitive Natural Communities

To avoid impacts on sensitive natural communities, focused botanical surveys would be performed (MM BIO-1a and MM BIO-1b). If identified, sensitive natural communities would be recorded using a GPS device and mapped. No project-related ground disturbance would occur within 50 feet of these sensitive natural communities (MM BIO-3a).

With implementation of all SPRs and MMs listed above, including survey protocols and preoperational meetings, impacts to special-status plant species would be reduced to less than significant.

4.5.1.2. Impact BIO-2

Manual and mechanical vegetation removal, broadcast and pile burning, targeted herbicide application, and prescribed herbivory have the potential to result in direct or indirect adverse effects to special-status wildlife species or habitat. Manual and mechanical treatments, herbivory, prescribed broadcast burn, and targeted herbicide application would reduce understory vegetation that may modify preferred habitats for some species and have the potential to promote a healthier native habitat.

The potential for adverse effects to eight special-status wildlife species is within the scope of the activities and impacts addressed in the PEIR because the treatment activities and intensity of disturbance resulting from implementing treatment activities are consistent with those analyzed in the PEIR. With the exception of two species (Crotch's bumble bee [*Bombus crotchii*] and monarch butterfly [*Danaus plexippus plexippus pop. 1*]), impacts to special-status wildlife would be reduced to less than significant with the following SPRs and MMs. Additional project-specific measures are described, as appropriate, with each applicable CalVTP SPR or MM within the species-focused discussion.

- SPR AD-2: Delineate Protected Resources for Avoidance
- SPR AD-3: Consistency with Local Plans, Policies, and Ordinances
- SPR AD-5: Maintain Site Cleanliness
- SPR AQ-3: Create Burn Plan
    - No fire ignition (nor use of associated accelerants) would occur within 50 feet of listed plants, riparian habitat, or aquatic features, or any identified sensitive species or habitat
    - Within suitable winter retreats for Alameda whipsnake, prescribed burning would not occur between approximately November 1 and March 31 (as determined by a qualified biologist based on temperature and weather conditions)
    - Within suitable Alameda whipsnake habitat, prescribed burning and pile burning would be restricted to when temperatures are conducive to Alameda whipsnake movement, which is typically when soil surface temperatures reach 66 °F (19 °C; Hammerson 1979); alternatively, piles left in place for more than a day would be investigated for Alameda whipsnake through dismantling and rebuilding piles prior to pile burning
- SPR AQ-4: Minimize Dust
- SPR BIO-1: Review and Survey Project-Specific Biological Resources and Determine Whether Avoidance Is Possible
- SPR BIO-2: Require Biological Resource Training for Workers
- SPR BIO-3: Survey Sensitive Natural Communities and Other Sensitive Habitats and Map Locations
- SPR BIO-9: Prevent Spread of Invasive Plants, Noxious Weeds, and Invasive Wildlife
- SPR BIO-10: Survey for Special-Status Wildlife and Nursery Sites
- SPR BIO-11: Install Wildlife-Friendly Fencing during Prescribed Herbivory
- SPR BIO-12: Protect Common Nesting Birds, Including Raptors
    - Use of Avoidance Buffers
    - Treatment Modification, or Treatment Delay
    - Monitor Active Raptor Nest during Treatment
    - Retain Raptor Nest Trees

- SPR GEO-1: Suspend Disturbance during Heavy Precipitation
- SPR HAZ-5: Spill Prevention and Response Plan
- SPR HAZ-6: Comply with Herbicide Application Regulations
- SPR HYD-1: Comply with Water Quality Regulations
- SPR HYD-2: Avoid Construction of New Roads
- SPR HYD-3: Water Quality Protections for Prescribed Herbivory
- SPR HYD-4: Identify and Protect Watercourse and Lake Protection Zones
- SPR HYD-5: Protect Non-target Vegetation and Special-Status Species from Herbicides

Even with implementation of the above SPRs, impacts could be potentially significant per the CalVTP PEIR. Implementation will follow additional MMs BIO-2a, BIO-2b, BIO-2e, BIO-2g, BIO-4, and BIO-5, and species-specific measures, as described below.

- MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species
- MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species
- MM BIO-2e: Design Treatment to Retain Special-Status Butterfly Host Plants—Monarch Butterfly
- MM BIO-2g: Design Treatment to Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Special-Status Bumble Bees
- MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands
- MM BIO-4: Avoid State and Federally Protected Wetlands
- MM BIO-5: Retain Nursery Habitat and Implement Buffers to Avoid Nursery Site

Impacts to Crotch's Bumble Bee

Direct and indirect impacts could occur to Crotch's bumble bee through off-road machinery, prescribed burning, herbicide use, and removal of flowering plants. Primary threats to the survival of special-status bumble bees include habitat loss or modification due to development, agriculture, high-intensity fire, fire suppression, and herbicide use (Xerces Society et al. 2018). Because little is known about the life history and behaviors of bumble bees and there is no established methodology for detecting overwintering or nesting colonies, they can be difficult to detect and therefore to completely avoid during treatment activities. If colonies were destroyed, it is possible that populations of these species would be reduced below self-sustaining levels, and treatment activities could substantially reduce the number or restrict the range of species.

The Project does not impact chaparral or coastal sage scrub, is designed to avoid riparian habitat, and no new roads will be created (SPR HYD-2). These factors should limit ground disturbance that may impact nests. Pre-treatment surveys would combine a focused survey (SPR BIO-1, SPR BIO-3, SPR BIO-10) to identify burrows and suitable habitat within the project site. Survey and monitoring protocols will be referenced per CDFW guidelines (CDFW 2023a and 2023b). In lieu of or in addition to surveys, the project

proponent may choose to assume presence and rely on habitat as an indicator of presence. Crew members and contractors would be trained to identify and avoid this species if encountered (SPR BIO-2), and a biologist would be available as needed to provide guidance when crews are working within suitable bumble bee habitat. If work occurs within occupied bumble bee habitat, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." If identified, these burrows would be protected with an avoidance buffer (SPR AD-2). A Spill Prevention and Response Plan (SPR HAZ-5) will be developed as part of project implementation, and the project proponent will comply with herbicide application regulations (SPR HAZ-6) and restrict use of herbicide to avoid native plants.

The objectives of the CalVTP treatment activities are to reduce the occurrence of high-intensity wildfire and to modify past practices of fire suppression. Project implementation could thus be beneficial to bumble bees by reducing high-intensity wildfire and improving habitat for bumble bee species; however, in the process of achieving this objective, there are potentially significant direct impacts to bumble bees. The CalVTP PEIR acknowledges the difficulty in detecting overwintering and nesting bumble bees and in determining the occurrence and severity of impacts; it concludes that implementation of the CalVTP could cause impacts to special-status bumble bees which are potentially significant and unavoidable. The proposed project impacts are consistent with those described in the CalVTP PEIR, and the proposed treatment activities may result in impacts to Crotch's bumble bee that are potentially significant and unavoidable.

Impacts to Monarch Butterfly

Direct and indirect impacts could occur to monarch butterfly through removal of flowering plants providing nectar, removal of native milkweed (*Asclepias*) stands for larval development, removal of overwintering habitat, and collisions with project vehicles.

Pre-treatment surveys would be combined with a focused survey (SPR BIO-1, SPR BIO-3, SPR BIO-10) within suitable monarch butterfly larval and overwintering habitat. Crew members and contractors would be trained to identify and avoid milkweed and monarch butterfly if encountered (SPR BIO-2), and a qualified RPF or biologist would be available to provide guidance as needed. If identified, larval or overwintering monarchs would be protected with an appropriate avoidance buffer (SPR AD-2). A Spill Prevention and Response Plan (SPR HAZ-5) would be developed as part of project implementation, and the project proponent would comply with herbicide application regulations (SPR HAZ-6) and restrict use of herbicide to avoid native plants.

Even following the above SPRs, project impacts could still be considered potentially significant. Therefore, the implementation of MMs BIO-2a, BIO-2b, BIO-2e, and BIO-3a would be implemented, including

targeting removal of invasive vegetation, protecting native milkweed, protecting overwintering sites, and restricting prescribed burning activities in suitable monarch habitat when the species is observed to avoid direct impacts to individuals. If monarch butterfly, monarch larvae host plants (e.g., *Asclepias californica, A. fascicularis*, *A. speciosa*), or overwintering roost trees are identified during focused surveys (conducted pursuant to SPR BIO-10), or the species is assumed to be present in lieu of conducting surveys, the project proponent would avoid or minimize adverse effects on the species by avoiding treatment activities in suitable monarch habitat during overwintering or larval periods. If monarch overwintering groups or larvae are detected, a buffer determined appropriate by a qualified RPF or biologist would be established. The project proponent would flag avoidance buffers, within which no treatment activities would occur, a qualified biologist or RPF would be available to provide guidance as needed, and/or other measures recommended by CDFW would be followed as necessary to avoid injury to or mortality of these species or impacts to the population. If work occurs within occupied monarch habitat, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." Because the Project proposes to remove invasive species through various treatments, the results of project implementation may improve habitat quality for monarch butterfly. With these additional focused MMs, impacts to monarch butterfly would be reduced to less than significant. This impact is consistent with the CalVTP PEIR.

Impacts to Alameda Whipsnake

Direct impacts to Alameda whipsnake could occur through crushing the animals with vehicles, collapsing occupied burrows, or burning occupied piles. Indirect impacts could occur from habitat type conversion of scrub and chaparral. Within Alameda whipsnake habitat, treatment methods would primarily include manual methods, and in adjacent habitat, grazing and prescribed burning. Mechanical equipment would not be operated within suitable Alameda whipsnake habitat.

The Project does not impact chaparral or coastal sage scrub and is designed to avoid creation of new roads (SPR HYD-2). SPR GEO-1 would suspend treatment activities during heavy precipitation until soils are no longer saturated, reduce the potential for project activities to disturb ground-supporting burrows, and reduce the potential for impacts to this species. Within suitable Alameda whipsnake habitat, pre-treatment surveys would be combined with a focused survey (SPR BIO-1, SPR BIO-3, SPR BIO-10) to identify individuals and burrow sites within the project footprint. Crew members and contractors would be trained to identify individuals and burrows (SPR BIO-2), and a biological monitor would be present on-site within Alameda whipsnake habitat to provide guidance as needed. If individuals are encountered, they would be protected with an appropriate avoidance buffer (SPR AD-2) and would be allowed to leave the work area of their own volition. To protect habitat, a Spill Prevention and Response Plan (SPR HAZ-5) would

be developed as part of project implementation. The project proponent would follow herbicide application regulations (SPR HAZ-6).

Even following the above SPRs, project impacts could still be considered potentially significant. Measures that ensure full avoidance of Alameda whipsnake take would be implemented at all project areas. Therefore, implementation of the following Alameda whipsnake avoidance and minimization strategy would be utilized, which is consistent with CalVTP MMs: BIO-2a, BIO-2b, and BIO-5.

Treatment will either avoid occupied habitat or be implemented in such a way that it does not disturb Alameda whipsnake. If work occurs within occupied habitat, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." Implementing treatment activities within suitable Alameda whipsnake habitat would require focused surveys to determine presence of Alameda whipsnake each day prior to work at each new area. If crews are working within suitable Alameda whipsnake habitat, a qualified RPF or biologist would conduct ongoing focused pre-treatment surveys during treatment activities, adhering to methodologies recommended in Miller and Alvarez (2016). Within highly suitable habitat, surveys would be repeated in treatment areas immediately prior to vegetation removal to ensure that the species is not present prior to the start of work in each scrub area. A qualified RPF or biologist would check suitable refugia within the work area, including vegetation and rock piles. When dense vegetation within suitable Alameda whipsnake habitat inhibits visual survey effectiveness, the biologist would work closely with the crew to intermittently cut a small amount of brush to allow surveys of small areas. Active surveys would be performed throughout the vegetation removal activity within suitable Alameda whipsnake habitat, and if work ceases for more than 1 hour, the area would be re-surveyed prior to restarting work. During this survey effort, the qualified RPF or biologist would also advise the crew on avoidance of on-site potential refugia, such as burrows and rock piles.

The nature of shaded fuel break work would not change habitat function for Alameda whipsnake dispersal, foraging, and core scrub habitat. Alameda whipsnake core scrub habitat is described as shrub communities with a mosaic of open and closed canopy patches. USFWS defines scrub as coastal scrub, coyote brush scrub, or maritime chaparral areas (or "scrub") greater than 0.5 acres in size, or scrub areas above 0.2 acres in size that are within 50 feet of scrub patches greater than 0.5 acres in size (USFWS 2006). When work is occurring within core scrub habitat areas, the crew would work closely with the biologist to selectively remove scrub in a way that retains these dimensions and, therefore, retains the overall habitat function while still serving the needs of the shaded fuel break. This technique has been used on previous projects and aims to provide a "scrub mosaic" that retains Alameda whipsnake habitat function. Scrub mosaic recommendations may vary depending on site conditions.

In addition to pre- and during-treatment surveys and monitoring, the following avoidance and minimization strategies will be employed:

- Prior to vegetation clearing activities within suitable Alameda whipsnake habitat, coverboards would be installed in key areas as determined by an RFP or qualified biologist
    - The coverboards would be strategically placed to provide refuge for the Alameda whipsnake leaving the work area
    - Coverboards would be inspected at the end of each workday, and wildlife using them would be recorded
- Prior to operating stationary vehicles and equipment, all contractors, their employees, and agency personnel would check under and near vehicles/equipment for the presence of Alameda whipsnake and any wildlife that may have moved there
    - If Alameda whipsnake or any wildlife are discovered, the qualified biologist would be contacted immediately; the qualified biologist shall have the authority to halt Project activities until the animal leaves the area of its own accord, and shall contact USFWS, as necessary, to determine necessary steps
    - Manual removal of the species is not anticipated during vegetation treatment activities, but permitted biologists with applicable CDFW SCPs and/or USFWS 10(a)(1)(A) permits would be on-call during project activities
- Within suitable Alameda whipsnake habitat, mechanical treatment and prescribed burning would be avoided when temperatures are determined by the qualified biologist to be too low for Alameda whipsnake movement (soil surface temperatures reach 66 °F [19 °C; Hammerson 1979])
    - Manual treatments may occur in cooler conditions after the qualified biologist has thoroughly surveyed the area
- In habitat suitable for Alameda whipsnake winter retreats, as determined by a qualified biologist, prescribed broadcast burning can occur between November 1 and March 31 and typically when soil surface temperatures reach 66 °F (19 °C; Hammerson 1979), or as determined by a qualified biologist
- Contractors would immediately (i.e., the same day) process (i.e., remove completely from the treatment area, chip, permanently place within the treatment area for soil stabilization) all cut materials as they are produced to avoid attracting Alameda whipsnake to the vegetation piles; if processing within the same day is not feasible, the RPF or qualified biologist would advise crews on a suitable location for temporary storage of cut materials that cannot be processed immediately, or the materials would be deconstructed and investigated prior to processing under the advisory of the qualified RPF or biologist, and chipped materials would not be spread on suitable refugia for Alameda whipsnake, such as rodent burrows or rocky outcrops
    - The following measures apply when work occurs in suitable Alameda whipsnake habitat:
        - During any season, vegetation piles for burning would either be burned the same day, or the pile would be deconstructed and investigated prior to burning
        - Placement of piles for burning would avoid suitable refugia for Alameda whipsnake, including large rodent burrows and rocky outcrops
        - Fires would be lit from one end of the pile (typically the uphill side on slopes) to allow Alameda whipsnake to escape, rather than lighting the whole pile at once

CalVTP MM BIO-2a requires habitat function to be maintained for Alameda whipsnake. Suitable Alameda whipsnake habitat is described in the USFWS Critical Habitat Designation (USFWS 2006) as comprising

three habitat types: core scrub, dispersal/foraging habitat, and rocky outcrop habitat. Dispersal and foraging habitat include woodland or annual grassland contiguous to core scrub habitat. The nature of the project activities would not change the habitat function of dispersal and foraging habitat because large oak woodland trees would be retained, and scrub and grassland habitat would not be heavily targeted for treatment.

Core scrub habitat is described as shrub communities with a mosaic of open and closed canopy patches. USFWS defines scrub as coastal scrub, coyote brush scrub, or maritime chaparral areas (or "scrub") greater than 0.5 acres in size, or scrub areas greater than 0.2 acres in size that are within 50 feet of scrub patches greater than 0.5 acres in size (USFWS 2006). When work is occurring within core scrub habitat areas, the crew would work closely with the biologist to selectively remove scrub in a way that retains these dimensions and, therefore, retains the overall habitat function while still serving the needs of the shaded fuel break. This technique has been used on previous projects and aims to provide a "scrub mosaic" that retains Alameda whipsnake habitat function. Scrub mosaic recommendations may vary depending on site conditions. The following techniques would be implemented during treatment:

- Vegetation removal would occur in irregular, oblong shapes to maintain a natural condition
- Vegetation removal would avoid rocky outcrops
- The overall dominant habitat type would not be converted
- Vegetation removal would focus on dead, woody vegetation, and invasive plants

Preliminary and post-treatment surveys that would assess the condition and acreage of Alameda whipsnake core scrub habitat would be conducted. Post-treatment conditions would be assessed to ensure that there is no overall loss of habitat function within Alameda whipsnake core scrub. It should be noted that scrub is a transitional habitat type and, over time, canopy in these areas grows taller and denser, and larger tree species such as oak and madrone are naturally recruited and become increasingly dominant. Without any intervention, over a long period of time, scrub communities would naturally convert to woodland and forested habitat. Thoughtful treatment of select areas that incorporates retention of scrub islands suitable for Alameda whipsnake core scrub is expected to be more effective in retaining key core scrub habitat for Alameda whipsnake than complete inaction in these areas. This is consistent with Alameda whipsnake habitat protections described in CalVTP MM BIO-2b.

The following additional measures apply within suitable Alameda whipsnake habitat:

- All contractors, their employees, and agency personnel involved in the implementation of the Project would check for the presence of sensitive wildlife under or next to stationary vehicles prior to operating their vehicles
    - If an Alameda whipsnake or any wildlife is found, the qualified RPF or biologist would determine necessary steps to avoid impact
- Pile burning treatment would avoid potential refugia for Alameda whipsnake

- Within suitable habitat, heavy equipment, including mowing equipment which may collapse burrows, would be utilized exclusively from stable operating surfaces, such as established roads and trails

With these additional focused MMs, impacts to Alameda whipsnake would be reduced to less than significant. This impact is consistent with the CalVTP PEIR.

Impacts to Special-Status Avian Species (White-Tailed Kite and Yellow Warbler) and Nesting Birds

Direct impacts to special-status avian species could occur if nest trees, snags, or shrubs are removed, or if ground nests are destroyed through mechanical or prescribed herbivory treatments. Indirect impacts include disturbance of active nests within a zone of influence of project activities, depending on the equipment to be used, anticipated amount of time for construction at a given location, sensitivity to disturbance of any nesting birds present, and other factors. Limbing-up of nest trees or trees adjacent to nest trees could disturb nesting activity. Removal of vegetative cover could indirectly impact nesting birds by reducing cover protecting bird nests or prey species.

The Project does not impact chaparral or coastal sage scrub, is designed to avoid riparian habitat and no new roads would be created (SPR HYD-2). Trees greater than approximately 6 inches DBH would be retained unless they pose a fire hazard, as determined by the project proponent. SPR GEO-1 would suspend treatment activities during heavy precipitation until soils are no longer saturated, reduce the potential for project activities to disturb ground-supporting burrows for prey species such as rabbits and small mammals, and reduce the potential for indirect impacts to these species. During prescribed herbivory activities, wildlife-friendly fencing would be installed to allow perching by avian species and prevent electrocution (SPR BIO-11). Pre-treatment surveys would be combined with a focused nesting survey during nesting season (SPR BIO-1, SPR BIO-3, SPR BIO-10) to identify avian nests within the project footprint and species-specific buffers. Crew members and contractors would be trained to identify and avoid special-status avian nests if encountered (SPR BIO-2), and a qualified RPF or biologist would be available to provide guidance as needed. If identified, active nests (e.g., eggs, nestlings, parental attendance) would be protected with an avoidance buffer (SPR AD-2).

Even following the above SPRs, project impacts to special-status avian species could still be considered potentially significant. Therefore, MMs BIO-2a, BIO-2b, and BIO-4 would be implemented, including avoidance of sensitive habitats, retention of habitat function, prevention of habitat type conversion, and restriction of treatment activities to the non-nesting season as feasible for project objectives to avoid impacts to nest success (as applicable), nests, and prey base. If active bird nests are detected during focused surveys, a no-disturbance buffer would be established based on species and life stage, and no

treatment activities would occur within this buffer until the chicks have fledged or the nest is otherwise no longer active, or as determined by a qualified RPF or biologist.

If it is infeasible to avoid vegetation treatment within nesting season, only manual treatment would be permitted, and an RPF or biological monitor would be available during treatment activities. If work occurs within the vicinity of an active nest, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." A biological monitor would be present on-site during work within the vicinity of raptor, eagle, or special-status bird nests. No trees containing raptor nests would be removed. Additionally, trees containing golden eagle nests would not be removed pursuant to the Bald and Golden Eagle Protection Act.

With these additional focused MMs, impacts to special-status avian species would be reduced to less than significant. This impact is consistent with the CalVTP PEIR.

Impacts to Nesting Birds Protected by the Migratory Bird Treaty Act

Project treatment activities could result in direct loss of active nests through crushing or destroying nests or nest vegetation or by force-fledging nestlings before completion of the nestling period. Indirect impacts could include loss of habitat for nesting and resources for foraging. Indirect impacts could also include disturbance to active nests from auditory and visual stimuli (e.g., heavy equipment, chain saws, vehicles, personnel), potentially resulting in abandonment and loss of eggs or chicks. Indirect impacts to nesting birds could occur by drawing the attention of visual predators through the removal of vegetative cover around a nest which had previously hidden the nest from predators and provided ample cover for parents to sneak on and off active nests and the removal of food base (seeds, insects, fruit, rodents, etc.).

The Project does not impact chaparral or coastal sage scrub, is designed to avoid riparian habitat, and no new roads would be created (SPR HYD-2). Crew members and contractors would be trained to identify and avoid raptor nests if encountered (SPR BIO-2), and an RPF or biological monitor would be on-site to monitor active raptor nests during project implementation. A Spill Prevention and Response Plan (SPR HAZ-5) would be developed as part of project implementation, and the project proponent would comply with herbicide application regulations (SPR HAZ-6) and restrict use of herbicide to avoid native plants. SPR GEO-1 would suspend treatment activities during heavy precipitation until soils are no longer saturated, reduce the potential for project activities to disturb ground-supporting burrows for prey species such as insects and small mammals, and reduce the potential for indirect impacts to these species. During prescribed herbivory activities, wildlife-friendly fencing that would allow perching by avian species and prevent electrocution would be installed (SPR BIO-11).

Adverse effects on nesting birds can be avoided by conducting initial treatments between September 1 and January 31, outside of the nesting bird season (February 1 to August 31). Pre-treatment surveys would be combined with a focused nesting survey during nesting season (SPR BIO-10) to identify nests within the project footprint and establish at minimum a 50-foot buffer, performed by qualified RPF or biologist. Nesting bird surveys would occur no more than 7 days prior to work to ensure that no nests would be disturbed during treatment activities. If work pauses for more than 7 days, a follow-up survey would be conducted by a qualified RPF or biologist prior to the restarting of work. Appropriate survey areas would be determined by the qualified RPF or biologist depending on the project footprint, type of activity proposed, and suitable habitat for nesting birds. Surveys would be conducted during periods of high bird activity (i.e., 1–3 hours after sunrise and 1–3 hours before sunset) and under suitable weather conditions for detecting nesting birds. If the RPF or qualified biologist determines that visibility is significantly obstructed due to on-site conditions (e.g., access issues, rain, fog, smoke, or sound disturbance [including high wind]), surveys would be deferred until conditions are suitable for nest detection. Should the biologist encounter an active nest of a migratory bird species, the biologist would establish an avoidance buffer of at least 50 feet (SPR AD-2) until the nest is fledged or deemed inactive. If it is infeasible to avoid vegetation treatment within nesting season, only manual treatment would be permitted, and the project proponent would work closely with an RPF or biological monitor, which is consistent with SPR BIO-12. A biological monitor would be present on-site for work within the vicinity of raptor or eagle nests. No trees containing raptor nests would be removed.

Even following the above SPRs, project impacts could still be considered potentially significant. Therefore, MMs BIO-2a, BIO-2b, BIO-3a, and BIO-4 would be implemented, including avoidance of protected aquatic features, targeted removal of non-native vegetation, strategic native vegetation removal to retain habitat function and prevent type conversion, and restriction of treatment activities to the non-nesting season if feasible to avoid impacts to nest success. If it is infeasible to avoid vegetation treatment within the nesting season, only manual treatment would be permitted and an RPF or biological monitor would be available during treatment activities. If work occurs within the vicinity of an active nest, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: “A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment.” A biological monitor would be present on-site during work within the vicinity of raptor, eagle, or special-status bird nests. No trees containing raptor nests would be removed. Additionally, trees containing golden eagle nests would not be removed pursuant to the Bald and Golden Eagle Protection Act.

With these additional focused MMs, impacts to nesting birds would be reduced to less than significant. This impact is consistent with the CalVTP PEIR.

Impacts to Special-Status Bats: Pallid Bat and Townsend's Big-Eared Bat

Depending on the species present, the size of the roost, the type of roost (e.g., maternity, day, night, hibernation), and the season when tree removal would occur, the removal of trees and limbs could affect bats through removal of the roost and injury to bats. Tree removal activities could impact colonial bat species, which select a variety of trees and roost features, including cavities, crevices, and deep fissures in the wood or bark of trees and/or exfoliating bark. Indirect impacts to special-status bats include introduction of white-nose syndrome, modification or loss of roosting or foraging habitat, and disturbance to maternity roosts. Loud mechanical equipment used within the shaded fuel break could impact bat species roosting in buildings or structures in the area. Smoke from pile burning could also impact roosting bats by disturbing them during sleep, breeding, or hibernation.

The Project does not impact chaparral or coastal sage scrub and is designed to avoid riparian habitat. Crew members and contractors would be trained to identify and avoid bat roosts if encountered (SPR BIO-2). If identified, active maternity or night roosts would be protected with an avoidance buffer (SPR AD-2). A Spill Prevention and Response Plan (SPR HAZ-5) would be developed as part of project implementation, and the project proponent would comply with herbicide application regulations (SPR HAZ-6) and restrict use of herbicide.

SPR BIO-10 requires focused surveys when working in potentially suitable habitat for special-status species, which includes roosting bats, and during maternity roosting season (April to July 31). Due to the difficulty of detecting bats during traditional daytime surveys, pre-treatment bat surveys would focus on identifying potential bat habitat and roosting structures. If potentially suitable roosting structures occur in project areas, a qualified bat biologist would conduct a Level 1 survey (year-round) for evidence of bat occupation, specifically looking for signs of day-roosting, such as fecal matter, staining, and carcasses. Based on the results of Level 1 surveys, day and night emergence Level 2 surveys would be performed (April 1 to September 15).

Even following the above SPRs, project impacts could still be considered potentially significant. Therefore, MMs BIO-2a, BIO-2b, BIO-3a, and BIO-4 would be implemented, including avoidance of protected aquatic features, targeted removal of non-native vegetation, strategic native vegetation removal to retain habitat function and prevent type conversion, and restriction of treatment activities to the non-breeding season as much as possible to avoid impacts to bats and their insect prey base. If special-status bat roosts are identified during focused surveys, a no-disturbance buffer of 250 feet would be established around active pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), and other special-status bat roosts, and mechanical treatments, manual treatments, and broadcast and pile burning would not occur within this buffer. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will

be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment."

Bats may be excluded from roost locations by a qualified bat biologist or, under the direct advisory of a qualified bat biologist, from roosting structures in the work area only during the periods from mid-February until mid-April (hibernation) and late August until mid-October (to avoid hibernation and maternity season). Bat elimination would follow BMPs and must include the combination of two actions: 1) careful blockage of all openings that are large enough to allow bats to enter and 2) installation of one-way valves placed on the actively used openings to allow the bats to fly outside as they normally would but not to re-enter. After 7–10 days, the one-way valves are removed, and the remaining openings are blocked or sealed. Note that bats show a strong propensity to use any available openings to reclaim access to the roost when excluded, and blockages must be performed with great thoroughness and attention to detail. Bat exclusions must be overseen by a qualified bat biologist.

With these additional focused MMs, impacts to special-status bats would be reduced to less than significant. This impact is consistent with the CalVTP PEIR.

Impacts to San Francisco Dusky-Footed Woodrat

Direct impacts could result in nest damage during manual or mechanical removal of middens or tree nests. Indirect impacts could include disturbing a San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*) from the safety of its nest, putting it at greater risk of predation and risking reproductive success.

Crews would be trained before the start of work to recognize woodrat nests and follow proper avoidance protocol (SPR BIO-2). If previously unknown nests are uncovered during work, crews would consult a biologist. Biologists would flag woodrat nest avoidance buffers during the pre-activity surveys (SPR AD-2). Pre-treatment surveys would be combined with a focused survey (SPR BIO-1, SPR BIO-3, SPR BIO-10) to identify nest sites within the project footprint. If a San Francisco dusky-footed woodrat nest is identified during focused surveys, a minimum 10-foot no-disturbance buffer would be established around the nest, which would be assumed to be occupied. This buffer would include surrounding vegetation, including the vegetative canopy above the nest. The size of the buffer would be determined by the qualified RPF or biologist, and no treatment activities would occur within this buffer. If any individual of this species is detected during pre-activity surveys or work, the animal would be allowed to leave the area of its own volition.

Even following the above SPRs, project impacts could still be considered potentially significant. Therefore, MMs BIO-2a, BIO-2b, BIO-3a, and BIO-4 would be implemented. MM BIO-2b includes flagging areas for nest avoidance and establishing no work-buffers. MM BIO-2b also states: "A qualified RPF, biologist, or

biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment."

Nests that are deemed hazardous by the project proponent, such as those creating ladder fuels, may be dismantled under the supervision of a qualified biologist using a phased approach that allows woodrats to safely disperse. The following additional measures would be implemented when dismantling a woodrat nest:

- Prior to any nest removal, safety measures would be employed to minimize potential human exposure to possible diseases carried by woodrats
    - Adequate protection, such as protective clothing, equipment and tools, gloves, and appropriate masks, is recommended to ensure safety regarding viruses and diseases potentially carried by rodents
- Vegetation immediately surrounding each nest to be removed would be cleared without disturbing the nest to prevent displaced woodrats from taking cover in dense vegetation within the work area
    - All vegetation would be hauled off-site immediately; no brush piles or dense understory vegetation that could be used for cover by woodrats would be retained in the nest removal area after the nest is removed
- Nest removal efforts would not take place during inclement or extreme weather conditions and would take place at dusk or dawn when woodrats are least susceptible to predators
- Each nest would be carefully dismantled using hand tools (e.g., a rake and pitchfork)
- If a litter of young is found or suspected, the nest material would be replaced and the nest left alone for 2 to 3 weeks; after this time, the nest would be rechecked to verify that the young are capable of independent survival before proceeding with nest dismantling

With these additional MMs, impacts to San Francisco dusky-footed woodrat would be reduced to less than significant. This impact is consistent with the CalVTP PEIR.

4.5.1.3. Impact BIO-3

Riparian habitat and 24 sensitive natural communities (CDFW 2018) have potential to occur within the project footprint:

- 71.060.00 Coast live oak woodland and forest
- 71.060.26 *Quercus agrifolia—Arbutus menziesii–Umbellularia californica*
- 71.060.48 *Quercus agrifolia—Umbellularia californica*
- 71.060.08 *Quercus agrifolia/Artemisia californica*
- 71.100.00 Mixed oak forest and woodland
- 71.100.15 *Quercus agrifolia—Quercus garryana—Quercus kelloggii*
- 74.100.00 California bay forest and woodland
- 74.100.01 *Umbellularia californica*
- 74.100.09 *Umbellularia californica/Toxicodendron diversilobum*

- 71.040.00 Valley oak woodland and forest
- 71.020.00 Blue oak woodland and forest
- 61.130.24 *Populus fremontii—Salix* (*laevigata, lasiolepis, lucida* ssp. *lasiandra*)
- 32.060.00 Coyote brush scrub
- 32.060.21 *Baccharis pilularis*/(*Nassella pulchra—Elymus glaucus—Bromus carinatus*)
- 32.010.11 *Artemisia californica—Diplacus aurantiacus*
- 37.940.00 Poison oak scrub
- 37.940.02 *Toxicodendron diversilobum—Artemisia californica/Leymus condensatus*
- 43.200.00 California poppy—lupine fields
- 43.200.02 *Lupinus bicolor*
- 41.080.02 *Leymus triticoides—Bromus* spp.*—Avena* spp.
- 41.080.04 *Leymus triticoides—Carduus pycnocephalus—Geranium dissectum*
- 41.151.00 Needle grass—melic grass grassland
- 41.150.01 *Nassella pulchra—Lolium perenne—*(*Trifolium* spp.)
- 41.150.05 *Nassella pulchra—Avena* spp.*—Bromus* spp.

Initial vegetation treatments and maintenance treatments could result in direct or indirect adverse impacts on sensitive habitats, including designated sensitive natural communities. Direct impacts on sensitive habitats include direct loss or degradation of habitat quantity or quality through vegetation removal. Indirect impacts include inadvertent introduction of invasive plant species or pathogens that would result in a habitat loss and degradation and disturbance of the ecosystem through loss of species community members (flora or fauna) through repeated presence of human activities.

The potential for adverse effects to riparian or sensitive natural communities is within the scope of the activities and impacts addressed in the PEIR because the treatment activities and intensity of disturbance resulting from implementing treatment activities are consistent with those analyzed in the PEIR. Impacts to special-status wildlife would be reduced to less than significant with the following SPRs and MMs:

- SPR AD-2: Delineate Protected Resources for Avoidance
- SPR AD-3: Consistency with Local Plans, Policies, and Ordinances
- SPR AD-5: Maintain Site Cleanliness
- SPR BIO-1: Review and Survey Project-Specific Biological Resources and Determine whether Avoidance Is Possible
- SPR BIO-2: Require Biological Resource Training for Workers
- SPR BIO-3: Survey Sensitive Natural Communities and Other Sensitive Habitats and Map Locations
    - Scrub habitat in the project footprint is suitable Alameda whipsnake habitat, and work would be restricted to hand tools only
    - The following techniques would be implemented during treatment:
        - Vegetation removal would occur in irregular, oblong shapes to maintain a natural condition
        - Vegetation removal would avoid rocky outcroppings
        - The overall dominant habitat type would not be converted
        - Vegetation removal would focus on dead, woody materials, and invasive plants

    - Preliminary and post-treatment surveys would be conducted that would assess the condition and acreage of core scrub habitat
        - Post-treatment conditions would be assessed to ensure that there is no overall loss of habitat functionality within Alameda whipsnake core scrub
    - It should be noted that scrub is a transitional habitat, and, over time, canopy in these areas grows taller and denser, and larger tree species such as oak and madrone are naturally recruited and become increasingly dominant; without any intervention, over a long period of time, chaparral and scrub communities would naturally be converted to woodland and forested habitat
        - Thoughtful treatment of select areas that retains scrub islands suitable for Alameda whipsnake core scrub is expected to be more effective in retaining key core scrub Alameda whipsnake habitat than complete avoidance of these areas
- SPR BIO-6: Prevent Spread of Plant Pathogens
- SPR BIO-9: Prevent Spread of Invasive Plants, Noxious Weeds, and Invasive Wildlife
- SPR HYD-4: Identify and Protect Watercourse and Lake Protection Zones
- SPR BIO-3: Survey Sensitive Natural Communities and Other Sensitive Habitats

Implementation of SPR BIO-1 and the survey required under SPR BIO-3 would ensure any riparian habitat, sensitive communities, or oak woodlands would be identified. In accordance with the project description, all riparian areas would be avoided, and no work would occur within riparian habitats. Riparian habitats would be avoided with a 50-foot buffer, but buffers may be increased based on recommendations of a qualified biologist and/or factors such as slope, existing erosion, sensitivity of the vegetative habitat, or presence of sensitive resources. SPR BIO-6 requires that BMPs be employed to avoid the spread of plant pathogens; and SPR BIO-9 prescribes actions to prevent the spread of invasive plants.

Even following the above SPRs, project impacts could still be considered potentially significant. Therefore, MM BIO-3a would be implemented. Under MM BIO-3a, the qualified biologist would determine the natural fire regime, condition class, and fire return interval for each sensitive natural community and oak woodland type. Treatment activities in sensitive natural communities and oak woodlands would be designed to restore the natural fire regime and return vegetation composition and structure to their natural condition to maintain or improve habitat function.

- MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

The impact of the proposed project is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR. Impacts would be less than significant with mitigation, consistent with the PEIR.

4.5.1.4. Impact BIO-4

Aquatic resources were identified within the project footprint as blue-line waters and one pond with an ephemeral drainage flowing into the pond. Initial vegetation and maintenance treatments could result in direct or indirect adverse effects on state- or federally protected wetlands. The potential for adverse effects to wetlands is within the scope of the activities and impacts addressed in the PEIR because the treatment activities and intensity of disturbance resulting from implementing treatment activities are consistent with those analyzed in the PEIR. Impacts to wetlands would be reduced to less than significant with the following SPRs and MMs:

- SPR AD-2: Delineate Protected Resources for Avoidance
- SPR AD-3: Consistency with Local Plans, Policies, and Ordinances
- SPR AD-5: Maintain Site Cleanliness
- SPR BIO-9: Prevent Spread of Invasive Plants, Noxious Weeds, and Invasive Wildlife
- SPR HAZ-5: Spill Prevention and Response Plan
- SPR HAZ-6: Comply with Herbicide Application Regulations
- SPR HYD-1: Comply with Water Quality Regulations
- SPR HYD-2: Avoid Construction of New Roads
- SPR HYD-3: Water Quality Protections for Prescribed Herbivory
- SPR HYD-4: Identify and Protect Watercourse and Lake Protection Zones
- SPR HYD-5: Protect Non-Target Vegetation and Special-Status Species from Herbicides

The aquatic habitat in the vicinity of the project area has been excluded from the project area during design of the treatments, and riparian habitat would be avoided at a minimum standard 50-foot buffer. Implementation of water quality protections in accordance with SPR HYD-1, identification of Watercourse and Lake Protection Zones (WLPZs), and establishing no-work buffers in accordance with SPR HYD-4 and SPR BIO-9 would minimize potential for invasive species spread in protected wetlands and riparian areas. With implementation of the SPRs described above, impacts to state- and federally protected wetlands and riparian corridors from the treatment project would be less than significant with mitigation incorporated.

- MM BIO-4: Avoid State and Federally Protected Wetlands

Even following the above SPRs, project impacts could still be considered potentially significant. Therefore, MM BIO-4 would be implemented. Avoidance of state- and federally protected wetlands, per MM BIO-4, would ensure no impacts to wetlands in the identified features. With implementation of the above listed SPRs and MMs, riparian habitat and sensitive natural communities would be retained. These impacts were found to be within the scope of the PEIR, and treatment activities proposed are consistent with those analyzed in the PEIR.

4.5.1.5. Impact BIO-5

The treatment areas have the potential to provide essential connectivity areas for wildlife. However, no known wildlife nursery sites or indications of nursery sites, such as deer-fawning habitat or potential rookery trees with whitewash, were identified within the project area during the reconnaissance survey. Habitat within the treatment area may be used for movement (e.g., mule deer migration) and protective cover for common wildlife species. Noise during work may impede some movement, but work is generally within close proximity to urban landscapes, and wildlife inhabiting the area are likely habituated to regular noise disturbance. Tree limb removal, hazardous tree removal, and ground-disturbing activities have the potential to impact nursery sites for native wildlife. Use of noise-generating equipment could disturb roosting birds and bats, impeding use of nursery sites.

Manual, mechanical, prescribed burning, and prescribed herbivory treatments could result in some limited direct or indirect adverse effects on wildlife corridors and nurseries. The potential for treatment activities to result in impacts to special wildlife corridors and nurseries was examined in the PEIR and was found to be less than significant with mitigation.

Due to the history of fire suppression and dense understory vegetative growth throughout much of the project footprint, it is expected that wildlife corridors for some species would be improved by the treatment activities. By minimizing the potential for catastrophic wildfire and thereby protecting the forest ecosystem, the wildlife corridors, while slightly degraded in the short-term, would be protected from high-intensity wildfire in the future. Implementation of the SPRs and MMs listed below would minimize changes in habitat function within treatment areas that serve as wildlife-movement corridors:

- SPR AD-2: Delineate Protected Resources for Avoidance
- SPR AD-3: Consistency with Local Plans, Policies, and Ordinances
- SPR AD-5: Maintain Site Cleanliness
- SPR BIO-1: Review and Survey Project-Specific Biological Resources and Determine whether Avoidance Is Possible
- SPR BIO-2: Require Biological Resource Training for Workers
- SPR BIO-3: Survey Sensitive Natural Communities and Other Sensitive Habitats and Map Locations
- SPR BIO-10: Survey for Special-Status Wildlife and Nursery Sites
- SPR BIO-11: Install Wildlife-Friendly Fencing During Prescribed Herbivory
- SPR HYD-4: Identify and Protect Watercourse and Lake Protection Zones
- SPR HYD-5: Protect Non-target Vegetation and Special-Status Species from Herbicides

Existing habitat would remain to permit movement of wildlife species. Vegetation management activities would not block or obstruct streams or creeks. SPR BIO-10 would generally apply to many areas where special-status species could occur. During prescribed herbivory activities, wildlife-friendly fencing would be installed that would allow safe passage for common wildlife across the landscape (SPR BIO-11). With

implementation of the above-listed SPRs, areas of intact wildlife corridors would be retained. These impacts were found to be within the scope of the PEIR, and treatment activities proposed are consistent with those analyzed in the PEIR.

- MM BIO-5: Retain Nursery Habitat and Implement Buffers to Avoid Nursery Sites

Even following the above SPRs, wildlife nursery sites could still be significantly impacted if not avoided. Therefore, MM BIO-5 would be implemented. If wildlife nursery sites are identified during surveys conducted pursuant to SPR BIO-10, MM BIO-5 would apply. This MM requires that nursery habitat be marked for avoidance during treatment activities and a non-disturbance buffer be installed around the nursery site if activities are required to occur while the site is active or occupied.

Impacts would be less than significant with mitigation, consistent with the PEIR.

4.5.1.6. Impact BIO-6

Initial vegetation treatment activities and treatment maintenance activities could result in direct or indirect adverse effects resulting in reduction of habitat or abundance of common wildlife, including nesting birds, because habitat suitable for these species is present throughout the treatment areas.

The potential for adverse effects to special-status wildlife species is within the scope of the activities and impacts addressed in the PEIR because the treatment activities and intensity of disturbance resulting from implementing treatment activities are consistent with those analyzed in the PEIR. Impacts to special-status wildlife would be reduced to less than significant with the following SPRs and MMs (Attachment A). In addition to the CalVTP PEIR SPRs and MMs, additional Project-specific measures are described below each applicable measure:

- SPR AD-2: Delineate Protected Resources for Avoidance
- SPR AD-3: Consistency with Local Plans, Policies, and Ordinances
- SPR AD-5: Maintain Site Cleanliness
- SPR BIO-1: Review and Survey Project-Specific Biological Resources and Determine whether Avoidance Is Possible
- SPR BIO-2: Require Biological Resource Training for Workers
- SPR BIO-3: Survey Sensitive Natural Communities and Other Sensitive Habitats and Map Locations
- SPR BIO-12: Protect Common Nesting Birds, Including Raptors
    - Institute the use of avoidance buffers, treatment modification, or treatment delay; monitor active raptor nests during treatment and retain raptor nest trees

Regarding general common wildlife, implementation of SPR BIO-1, SPR BIO-2, and SPR BIO-3 would limit the loss and degradation of high-quality habitat for common species within the project site. SPR BIO-2 would require worker training in sensitive biological resources; SPR BIO-3 would ensure mapping of

sensitive habitats. Therefore, project treatment would remove vegetation and alter habitat structure locally but would not result in permanent habitat degradation or conversion.

The potential for adverse effects on common wildlife, including nesting birds, is within the scope of the PEIR because the treatment activities and extent of expected disturbance as a result of implementing vegetation treatments, including maintenance treatments, are consistent with those analyzed in the PEIR. The implementation of SPRs BIO-1, BIO-2, BIO-3, BIO-5, and BIO-12, in addition to measures described for special-status species under Impact BIO-1, BIO-2, BIO-3, and BIO-5, would reduce the risk of this project, resulting in less than significant adverse effects to habitat and the abundance of common wildlife.

The potential for treatment activities, including maintenance treatments, to result in adverse effects on these resources was examined in the PEIR and was found to be less than significant.

4.5.1.7. Impact BIO-7

Local policies or ordinances would apply to resources that occur within the proposed project area, particularly tree ordinances or noise ordinances. The potential for treatment activities to result in conflict with local policies or ordinances was examined in the PEIR. The potential for the proposed project to conflict with local policies or ordinances is within the scope of the activities and impacts addressed in the PEIR because the treatment projects implemented under the CalVTP are required to comply with any applicable county, city, or other local policies, ordinances, and permitting procedures related to protection of biological resources.

- SPR AD-3: Consistency with Local Plans, Policies, and Ordinances

Additionally, SPR AD-3 (Consistency with Local Plans, Policies, and Ordinances) requires that the project proponent design and implement the treatment in a manner that is consistent with applicable local plans (e.g., general plans), policies, and ordinances to the extent the Project is subject to them (see Section 3.12.2, Regulatory Setting, in the PEIR for more information). Impacts would be less than significant and consistent with the PEIR.

4.5.1.8. Impact BIO-8

The CalVTP recognized eight HCPs and/or NCCPs in the planning or implementation phase in the Central California Coast Section. In addition, the East Bay Municipal Utility District Low Effect East Bay HCP lies within the Central California Coast Section and west of the project area. The proposed project does not fall under the jurisdiction of any known HCPs or NCCPs; therefore, this impact does not apply to the treatment areas.

4.5.1.9. New Biological Resources Impacts

The proposed treatments are consistent with the treatment types and activities evaluated in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of the project area and has determined they are consistent with the environmental and regulatory settings discussed in the PEIR. The project proponent has also determined that the inclusion of the portion of the project area that is outside the CalVTP treatable landscape constitutes a change to the geographic extent presented in the PEIR. However, the existing environmental and regulatory conditions pertinent to biological resources that are present within the treatable landscape are essentially the same as those areas outside the treatable landscape. Therefore, the impacts of the proposed project are also consistent with those covered in the PEIR. No changed circumstances would lead to new significant impacts not addressed in the PEIR. Therefore, no new impact to biological resources would occur.

4.6. Geology, Soils, Paleontology, and Mineral Resources

Table 6. Consistency of project-related geology, soils, paleontology, and mineral resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Environmental Impact Covered in the PEIR	Identify Impact Significance in the PEIR	Identify Location of Impact Analysis in the PEIR	Does the Impact Apply to the Treatment Project?	List SPRs Applicable to the Treatment Project[1]	List MMs Applicable to the Treatment Project[1]	Identify Impact Significance for Treatment Project	Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?	Is This Impact within the Scope of the PEIR?
Would the project:								
Impact GEO-1: Result in Substantial Erosion or Loss of Topsoil	LTS	Impact GEO-1, pp. 3.7-26 – 3.7-29	Yes	AD-3, GEO-1 through GEO-8, AQ-3, AQ-4, HYD-3, HYD-4	NA	LTS	No	Yes
Impact GEO-2: Increase Risk of Landslide	LTS	Impact GEO-2, pp. 3.7-29 – 3.7-30	Yes	AD-3, GEO-1, GEO-3, GEO-4, GEO-7, GEO-8, AQ-3	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Geology, Soils, Paleontology, and Mineral Resource Impacts: Would the treatment result in other impacts to geology, soils, paleontology, and mineral resources that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.6.1. Discussion

The project area is located in Alameda County, within the Coast Ranges Geomorphic Province, which is characterized by northwest-trending mountain ranges and valleys (California Geological Survey [CGS] 2002). The Coast Ranges are primarily composed of Jurassic- to Cretaceous-age (about 65–150 million years old) marine sedimentary and volcanic rocks of the Franciscan assemblage. The Franciscan assemblage consists of partially metamorphosed greenstone, basalt, chert, and graywacke that originated as sea floor sediments.

The California Department of Conservation CGS Landslide Inventory (beta) map (CGS 2015) and the CGS Earthquake Zones of Required Investigation Dublin Quadrangle (CGS 2008) were reviewed to identify unstable areas within or in proximity to the treatment areas. The treatment areas are located on and surrounded by land that has been and currently is subject to landslide, both weather-induced and seismically induced.

Soils within the treatment areas are dominated by Los Gatos–Los Osos complex, 30 to 75 percent slopes, eroded (65.3 percent), and Millsholm silt loam, 30 to 45 percent slopes (20.0 percent). Other soils make up smaller percentages of the project footprint, such as Los Osos and Millsholm soils, 7 to 30 percent slopes (8.1 percent), and Millsholm silt loam, 45 to 75 percent slopes, eroded (6.5 percent; Natural Resources Conservation Service [NRCS] 2025). Table 8 below shows all soil types present within the footprint of the treatment areas. The parent material for these soils consists of sandstone and shale, and these soils are well drained to somewhat excessively well drained (NRCS 2025). The erosion hazard for the soils ranges from moderately low to moderately high (NRCS 2025). As stated in the project description, mechanical treatments would occur but would occur predominantly on slopes below 40 percent grade, along ridges, and on slopes greater than 40 percent grade with equipment that can reach target vegetation from existing road infrastructure. No mechanical treatment would occur on slopes greater than 50 percent.

Table 7. Soil types and percentages within the project area.

Soil Type	Acres	Percent of Total Footprint
Los Gatos-Los Osos complex, 30 to 75 percent slopes, eroded, Major Land Resource Area 15	105.8	65.3%
Los Osos and Millsholm soils, 7 to 30 percent slopes	13.2	8.1%
Millsholm silt loam, 30 to 45 percent slopes, eroded	32.3	20%
Millsholm silt loam, 45 to 75 percent slopes, eroded	32.3	20%
Totals	**161.9**	**100.0%**

Source: NRCS 2025.

4.6.1.1. Impact GEO-1

The proposed project would include prescribed burning, manual and mechanical treatments, prescribed herbivory, and applied herbicide, as well as biomass disposal. These activities would create soil disturbance and vegetation removal, which have the potential to create erosion and the loss of topsoil. The potential impacts fall within the scope of the PEIR because the proposed work activities are similar to those analyzed in the PEIR.

The PEIR identified the potential for project treatments to cause a substantial erosion or loss of topsoil as less than significant. Implementation of SPRs AD-3**,** GEO-1 through GEO-8, HYD-3, HYD-4, AQ-3, and AQ-4 would further minimize the risk of soil disturbance and the removal of topsoil caused by project treatments. SPR GEO-1 would require that soil-disturbing activities be put on hold during precipitation; SPR GEO-2 would limit the use of vehicles with high ground pressure that could lead to soil disturbance or compaction on wet or saturated soils; SPR GEO-3 would require disturbed soil areas to be stabilized during treatment activities; SPR GEO-4 would require treatment areas be inspected for correct erosion control measures prior to the start of the rainy season and following the first large rain event; SPR GEO-5 would require that stormwater be drained using water breaks to decrease the potential for channelized erosion down linear treatment areas; SPR GEO-6 would require that the size of burn piles be minimized in order to limit the spatial extent of damage done to soil; SPR GEO-7 would minimize erosion resulting from the use of heavy equipment and herbivory that is prescribed on slopes; SPR-8 would require an RPF or licensed geologist to evaluate treatment areas with slopes greater than 50 percent for unstable areas (areas with potential for landslide) and unstable soils (soil with moderate to high erosion hazard); SPR HYD-3 would require that environmentally sensitive areas be identified and excluded from all prescribed herbivory; SPR HYD-4 would require the establishment of WLPZs in order to reduce erosion near streams; SPR AQ-3 would require the creation of a Burn Plan and minimize the severity of soil burn to reduce the potential for runoff and soil erosion; and SPR AQ-4 would require that unpaved dirt roads be wetted in order to control dust.

The proposed treatment area includes land that is outside of the CalVTP treatable landscape. While this constitutes as a change to the geographic extent that is outlined in the PEIR, the slopes and soil characteristics of the project area are equivalent within and outside the treatable landscape. However, SPRs would be implemented as described above, which would limit the potential for erosion to occur. For that reason, the potential impact related to soil erosion is also the same, as described above. This determination is therefore consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.6.1.2. Impact GEO-2

Proposed treatment activities, such as vegetation removal and prescribed burning, which limit vegetative cover and impact root systems, could diminish the stability of soils, potentially increasing the risk of landslides. The PEIR identified the potential for treatment activities to increase the risk of landslides as less than significant. Because the treatments being proposed are analyzed in a manner consistent with the treatments in the PEIR, the potential impact falls within the PEIR scope. Additionally, implementing SPRs AD-3, GEO-1, GEO-3, GEO-4, GEO-7, GEO-8, and AQ-3 would minimize the potential for landslides created by project treatments. SPR GEO-1 would require that soil-disturbing activities be put on hold during precipitation; SPR GEO-3 would require that treatment areas be inspected for correct erosion control measures prior to the start of the rainy season and following the first large rain event; SPR GEO-4 would require that treatment areas be inspected for proper erosion control measures; SPR GEO-7 would minimize erosion resulting from the use of heavy equipment and herbivory that is prescribed on slopes; SPR-8 would require an RPF or licensed geologist to evaluate treatment areas with slopes greater than 50 percent for unstable areas (areas with potential for landslide); and SPR AQ-3 would minimize the severity of soil burn to reduce the potential for landslides caused by the destabilization of root structures and the loss of vegetative cover.

As discussed in Impact GEO-1, the proposed treatment area includes land that is outside of the CalVTP treatable landscape. While this constitutes a change to the geographic extent that is outlined in the PEIR, the slopes and landslide conditions of the project area that are within the treatable landscape are equivalent to the areas outside of it. SPRs would also be implemented as described above. For these reasons, the potential impact related to the risk of landslides would not differ from what was discussed in the CalVTP. Therefore, proposed treatments outside of the original area covered in the CalVTP treatable landscape would not constitute a substantially more severe significant impact than what was analyzed in the PEIR.

4.6.1.3. New Geology, Soils, Paleontology, and Mineral Resource Impacts

The proposed treatments are consistent with the treatment types and activities evaluated in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of the proposed treatment project and has determined they are consistent with the environmental and regulatory settings discussed in the PEIR. The project proponent has also determined that the inclusion of the portion of the project area that is outside the CalVTP treatable landscape constitutes a change to the geographic extent presented in the PEIR. However, the existing environmental and regulatory conditions pertinent to geology and soils that are present within the treatable landscape are essentially the same as those areas outside the treatable landscape. Therefore, the impacts of the proposed project are also consistent with those

covered in the PEIR. No changed circumstances would lead to new significant impacts not addressed in the PEIR. Therefore, no new impact to geology and soils would occur.

4.7. Greenhouse Gas Emissions

Table 8. Consistency of project-related greenhouse gas emissions impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Environmental Impact Covered in the PEIR	Identify Impact Significance in the PEIR	Identify Location of Impact Analysis in the PEIR	Does the Impact Apply to the Treatment Project?	List SPRs Applicable to the Treatment Project[1]	List MMs Applicable to the Treatment Project[1]	Identify Impact Significance for Treatment Project	Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?	Is This Impact within the Scope of the PEIR?
Would the project:								
Impact GHG-1: Conflict with Applicable Plan, Policy, or Regulation of an Agency Adopted for the Purpose of Reducing the Emissions of GHGs	LTS	Impact GHG-1, pp. 3.8-10–3.8-11	Yes	AD-3	NA	LTS	No	Yes
Impact GHG-2: Generate GHG Emissions through Treatment Activities	PSU	Impact GHG-2, pp. 3.8-11–3.8-17	Yes	AQ-3	GHG-2	SU	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New GHG Emissions Impacts: Would the treatment result in other impacts to GHG emissions that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.7.1. Discussion

4.7.1.1. Impact GHG-1

Vegetation treatments—including manual and mechanical removal, prescribed burning, targeted grazing, and herbicide use—along with biomass disposal methods such as chipping and pile burning, would result in the generation of GHG emissions. The PEIR concluded that CalVTP treatments are consistent with relevant plans, policies, and regulations targeting GHG reduction, and that any associated emissions are less than significant due to the inclusion of SPRS, as well as the long-term climate benefits from reduced wildfire risk and enhanced ecosystem health.

The Project would be consistent with the applicable policies, plans, and regulations to reduce GHG emissions as described in California's 2022 Climate Change Scoping Plan (CARB 2022), the California Forest Carbon Plan (Forest Climate Action Team 2018), and the Draft California 2030 Natural and Working Lands Climate Change Implementation Plan (CARB 2019). Since the Project is consistent with the latest Climate Change Scoping Plan measures, it is on target to achieve the legislated GHG emission target for 2030 and substantially advance toward the 2050 climate goals. The Project would also be consistent with the City of Pleasanton Climate Action Plan 2.0 (City of Pleasanton 2022) and the Alameda County Climate Action Plan (Alameda County 2023), which contain GHG reduction strategies and policies, and details impacts of worsening wildfires on public health. Additionally, it would be consistent with the City of Pleasanton General Plan 2005–2025 (City of Pleasanton 2009) and Alameda County General Plan (Alameda County 2013), which contain goals and policies relating to fire protection and wildland fire prevention using controlled burns, fuel removal, and fuel breaks.

Impacts related to GHG emissions from these types of treatment activities are within the scope of the PEIR because the proposed activities, as well as the associated equipment, duration of use, and resultant GHG emissions, are consistent with those analyzed in the PEIR, which were found to be less than significant. SPR GHG-1 is not applicable to the proposed project as the Project is not subject to the requirement to provide information to inform reporting under the Board of Forestry and Fire Protection's AB 1504 Carbon Inventory Process because the Project is not a registered offset project. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the same plans, policies, and regulations adopted to reduce GHG emissions apply in the areas outside the treatable landscape as well as in areas within the treatable landscape; therefore, the GHG impact is also the same as described above.

4.7.1.2. Impact GHG-2

The use of vehicles and mechanical equipment, prescribed herbivory, herbicide application, and prescribed burning during initial and maintenance treatments would result in GHG emissions. However, these treatments would have relatively low GHG emissions compared to GHG emissions from catastrophic wildfires. Wildfire hazards, including wildfire intensity and rate of spread, could be somewhat reduced through implementation of the Project. The PEIR evaluated the potential for CalVTP treatments to produce GHG emissions and determined the impact to be potentially significant and unavoidable. This was found to be the cause because although SPRs and MMs are in place, cumulative emissions from activities like mechanical vegetation removal, prescribed burning, and equipment operation may still surpass thresholds established by climate action policies. No feasible mitigation that could fully offset or eliminate these emissions was identified.

This impact falls within the scope of the PEIR, as the Project's proposed activities—including the type of equipment used, duration of operations, and the objective to reduce wildfire risk and associated GHG emissions—align with those evaluated in the PEIR. MM GHG-2 would be implemented to reduce GHG emissions from pile burning by targeting burns when fuel moisture is higher, minimizing the total area burned through mosaic patterns, leaving large fuels unburned, and timing burns to occur before the emergence of new fuels. Despite the implementation of this measure, treatment activities would contribute to annual GHG emissions generated under the CalVTP, and this impact would fall within the finding of potentially significant and unavoidable, as identified in the PEIR. Methods for reducing GHG emissions from burns would be integrated into SPR AQ-3 (Burn Plan) as described in MM GHG-2.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR, and the added acreage would not expand the total annual acreage of 250,000 acres per year proposed for treatment under the PEIR. However, GHG emissions and associated climate change impacts are global in nature and are not contained within the boundary of the treatable areas. Therefore, the GHG impact is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.7.1.3. New Impacts Related to GHG Emissions

The proposed treatment is consistent with the treatment types and activities considered in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of the proposed treatments and determined they are consistent with the applicable regulatory and environmental conditions presented in the CalVTP PEIR (Section 3.8.1, Regulatory Setting, and Section 3.8.2, Environmental Setting, in Volume II of the Final PEIR).

The inclusion of approximately 93 acres of land that is outside of the treatable landscapes constitutes a change to the geographic extent of the PEIR. However, the same plans, policies, and regulations aimed at reducing GHG emissions apply equally both within the treatable landscape and in surrounding areas. Similarly, the climate conditions within the treatable landscape are consistent with those in adjacent areas. Therefore, impacts of the Project are also consistent with those covered in the PEIR. No changed circumstances are present, and since the added 93 acres would not expand the total annual acreage of 250,000 acres per year proposed for treatment under the PEIR, the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impacts. No new impact related to GHG emissions would occur.

4.8. Energy Resources

Table 9. Consistency of project-related energy resources impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact ENG-1: Result in Wasteful, Inefficient, or Unnecessary Consumption of Energy	LTS	Impact ENG-1, pp. 3.9-7–3.9-8	Yes	NA	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Energy Resource Impacts: Would the treatment result in other impacts to energy resources that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.8.1. Discussion

4.8.1.1. Impact ENG-1

The use of vehicles and mechanical equipment during initial treatment and treatment maintenance activities would result in the consumption of energy in the form of fossil fuels. The CalVTP PEIR identified a less than significant impact for the potential wasteful, inefficient, or unnecessary consumption of energy because the treatments analyzed do not involve grid-based energy use, rely primarily on short-term use of petroleum fuels for treatment activities, and would incorporate practices that minimize energy waste. The consumption of energy during implementation of the Project is within the scope of the PEIR because the types of activities, as well as the associated equipment and duration of proposed use, are consistent with those analyzed in the PEIR. Diesel and gasoline would be used temporarily to operate heavy-duty vehicles and mechanical equipment and transport personnel, tools, and livestock to, from, and within the project site. However, this use of petroleum fuels would be short-term and would not constitute a wasteful or inefficient use of energy. Additionally, the Project would aid in fire prevention and suppression by lowering wildfire risk and reducing the intensity of emergency responses, which typically involve rapid deployment of personnel and equipment from statewide or national sources and lead to inefficient energy use. There are no SPRs applicable to this impact. Overall, the project treatment activities would not result in wasteful, inefficient, or unnecessary consumption of energy, and impacts would be less than significant. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, the existing environmental and regulatory conditions are essentially the same within and outside the treatable landscape, and the types of treatment activities and associated use of energy are of the same scale and scope as analyzed in the PEIR; therefore, the energy impact is also the same. No SPRs are applicable to this impact. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than covered in the PEIR.

4.8.1.2. New Energy Resource Impacts

The project proponent has considered the site-specific characteristics of the proposed treatment project both inside and outside the treatable landscape and determined they are consistent with the applicable regulatory and environmental conditions presented in the CalVTP PEIR (Sections 3.9.1, Regulatory Setting, and 3.9.2, Environmental Setting, in Volume II of the Final PEIR), since the added acreage would not expand the total annual acreage of 250,000 acres per year proposed for treatment under the PEIR. Therefore, the impacts of the proposed project are consistent with those considered in the PEIR. No changed

circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impacts. Therefore, no new impact related to energy resources would occur.

4.9. Hazardous Materials, Public Health, and Safety

Table 10. Consistency of project-related hazardous materials, public health, and safety impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact HAZ-1: Create a Significant Health Hazard from the Use of Hazardous Materials	LTS	Impact HAZ-1, pp. 3.10-14–3.10-15	Yes	HAZ-1, HAZ-5	NA	LTS	No	Yes
Impact HAZ-2: Create a Significant Health Hazard from the Use of Herbicides	LTS	Impact HAZ-2, pp. 3.10-15–3.10-18	Yes	HAZ-5, HAZ-6, HAZ-7, HAZ-8, HAZ-9	NA	LTS	No	Yes
Impact HAZ-3: Expose the Public or Environment to Significant Hazards from Disturbance to Known Hazardous Material Sites	PS	Impact HAZ-3, pp. 3.10-18–3.10-19	Yes	NA	HAZ-3	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Hazardous Materials, Public Health, and Safety Impacts: Would the treatment result in other impacts related to hazardous materials, public health and safety that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.9.1. Discussion

4.9.1.1. Impact HAZ-1

The Project would involve mechanical treatments, manual treatments, prescribed herbivory, herbicide application, and prescribed burning. These activities would involve equipment and vehicles that use fuels, oils, and lubricants—which are classified as hazardous materials. The PEIR analyzed potential health hazards from hazardous materials used in treatment activities and found impacts to be less than significant due to strict regulatory compliance, safety measures, and limited exposure risk. This impact falls within the scope of the PEIR, as the treatment methods, equipment, and hazardous materials involved align with those previously analyzed. All equipment associated with the proposed project would comply with SPRs HAZ-1 and HAZ-5. SPR HAZ-1 would require that equipment is properly maintained to minimize leaks, and SPR HAZ-5 would require that proper spill prevention measures would be implemented on-site to prevent impacts related to the accidental leak or spill of hazardous materials. Herbicide application impacts are discussed under Impact HAZ-2, below.

The proposed treatment area includes approximately 93 acres of land that is outside of the CalVTP treatable landscape. While this constitutes as a change to the geographic extent that is outlined in the PEIR, regulatory conditions and the use of hazardous materials are essentially the same within and outside the treatable landscape. Therefore, the impact related to the use of hazardous materials is also the same. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.9.1.2. Impact HAZ-2

The Project would include herbicide application to control species that increase wildfire hazards. Herbicide application would involve transportation, use, storage, and disposal of herbicides, which could result in risks related to human exposure when applied in areas in close proximity to the public. However, only ground-level application would occur; no aerial spraying or spraying of herbicides from trucks would occur. The PEIR found the potential health hazard from herbicide use during treatment activities to be less than significant because the herbicides would be applied in accordance with regulatory standards, using trained personnel, approved products, and methods designed to minimize exposure to humans and the environment. The potential impacts related to the use of herbicides during treatment activities are within the scope of the activities and impacts discussed within the PEIR because the types of herbicides (e.g., glyphosate and species-specific chemicals), as well as application methods that would be used, which are limited to ground-based applications, are consistent with those analyzed in the PEIR. Herbicides may be applied sparingly and strategically (by hand or backpack applicator) to invasive plants and noxious weeds

to minimize the spread and eliminate re-sprouting of invasive species to reduce wildfire risk within the treatment areas.

Furthermore, under the CalVTP, herbicide treatments would be limited to ground-level application and must comply with all USEPA label directions as well as be applied by licensed applicators in compliance with all laws and regulations. The Project would comply with SPRs HAZ-5 through HAZ-9, which require preparation of a Spill Prevention and Response Plan prior to any herbicide treatment activities to provide protection from accidental spills or leaks of herbicides to workers, the public, and the environment; compliance with herbicide application regulations to protect worker and public safety; triple rinsing herbicide containers and disposal of rinsed materials at an approved site and disposal of all herbicides following label requirements and waste disposal regulations; minimization of herbicide drift into public areas through application parameters such as limitations for nozzle pressure and nozzle distance from vegetation; and notification of herbicide application within 500 feet of public areas by posting signs at herbicide treatment areas. Herbicide application would not take place within 24 hours of a rain event.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, the potential of exposure to herbicides is essentially the same within and outside the treatable landscape. Therefore, the impact related to the potential for the Project to result in a significant health hazard from the use of herbicides is also the same. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.9.1.3. Impact HAZ-3

The Project would include mechanical treatments that could result in ground disturbance, which could expose workers, the public, or the environment to hazardous materials if a contaminated site is present within the project area. Additionally, prescribed burning activities could lead to unexpected ignitions should flammable hazardous waste be present, which could expose workers to risks associated with unexpected fire or explosions. The PEIR identified the potential for treatment activities to disturb contaminated sites that could expose workers, the public, or the environment to hazardous materials as potentially significant. This impact was identified as potentially significant in the PEIR because hazardous materials sites could be present within treatment sites, and soil disturbance or burning in those areas could expose people or the environment to hazards. In evaluating the potential for effects related to the proposed project, database searches for hazardous materials sites within the project area were conducted as directed by MM HAZ-3. There are no sites located inside of, or within 0.25 miles of, the project area (DTSC 2025a, 2025b, 2025c; SWRCB 2025a, 2025b; CalEPA 2025a, 2025b). The proposed project would not involve ground disturbance that would have the potential to disturb contaminated sites outside of the

project area. Therefore, this impact is less than significant. No SPRs are applicable to this impact, and no additional mitigation is required.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the potential to encounter hazardous materials and the regulatory conditions present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape. Therefore, the hazardous materials impact related to exposing the public or environment to hazards from disturbance of known hazardous material sites is also the same. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.9.1.4. New Hazardous Materials, Public Health, and Safety Impacts

The Project is consistent with the treatment types and activities considered in the CalVTP PEIR. The project proponent has considered all site-specific characteristics of the proposed project and determined that they are in compliance with the applicable environmental and regulatory setting conditions presented in the CalVTP PEIR (Volume II, 3.10.1 and 3.10.2). The project proponent has also determined that the inclusion of land in the proposed treatment area that is outside the CalVTP treatable landscape constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing environmental and regulatory conditions pertinent to hazardous materials that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape. Therefore, the impacts are the same, and the impacts of the proposed project are also consistent with those covered in the PEIR. No changed circumstances would create new significant impacts not addressed in the PEIR, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impacts. Therefore, no new impact related to hazardous materials, public health, or safety would occur.

4.10. Hydrology and Water Quality

Table 11. Consistency of project-related hydrology and water quality impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact HYD-1: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through the Implementation of Prescribed Burning	LTS	Impact HYD-1, pp. 3.11-25–3.11-27	Yes	AD-3, AQ-3, GEO-4 through GEO-7, HYD-1, HYD-4, HYD-6	NA	LTS	No	Yes
Impact HYD-2: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through the Implementation of Manual or Mechanical Treatment Activities	LTS	Impact HYD-2, pp. 3.11-27–3.11-29	Yes	AD-3, AQ-3, GEO-3 through GEO-7, HYD-1, HYD-4, HYD-6	NA	LTS	No	Yes

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact HYD-3: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through Prescribed Herbivory	LTS	Impact HYD-3, p. 3.11-29	Yes	AD-3, HYD-1, HYD-2, HYD-4, HYD-6, GEO-1 through GEO-4, GEO-7, BIO-1, HAZ-1	NA	LTS	No	Yes
Impact HYD-4: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through the Ground Application of Herbicides	LTS	Impact HYD-4, pp. 3.11-30–3.11-31	Yes	AD-3, BIO-1, BIO-4, BIO-5, GEO-1, GEO-3, GEO-4, GEO-7, HYD-1, HYD-2, HYD-3, HYD-6, HAZ-1	NA	LTS	No	Yes

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact HYD-5: Substantially Alter the Existing Drainage Pattern of a Treatment Site or Area	LTS	Impact HYD-5, p. 3.11-31	Yes	AD-3, BIO-1, BIO-4, GEO-1, HAZ-1, HAZ-5, HAZ-6, HAZ-7, HYD-1,HYD-4, HYD-5	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Hydrology and Water Quality Impacts: Would the treatment result in other impacts to hydrology and water quality that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.10.1. Discussion

The project area is within Augustin Bernal Park in Alameda County, under the San Francisco Bay RWQCB and Hydrologic Region. Water features in or near the project area include Sinbad Creek, a tributary to Arroyo de la Laguna, and an unnamed, manmade pond located within the park boundary. Both features are part of the Alameda Creek Watershed, which is impaired for sediment, nutrients, and pathogens and subject to Total Maximum Daily Load regulations. The area receives about 17.8 inches of annual rainfall, mainly from November to April, with runoff and erosion during storms (Climate-Data.org n.d.). Elevations range from 600 to 1,200 feet, with steep slopes draining toward Sinbad Creek or the Arroyo del la Laguna. The site lies outside mapped groundwater basins and has limited recharge due to shallow soils and terrain.

4.10.1.1. Impact HYD-1

Project treatments may include prescribed burning in the form of low-intensity surface fires. Ash and debris from treatment areas could be washed by runoff into adjacent drainages and streams. The PEIR identified the potential for any prescribed burning treatment areas to impact water quality regulations or degrade water quality due to the creation of runoff which transports ash and debris as less than significant. This conclusion was based on the use of low-intensity burns, the use of SPRs (e.g., setbacks and erosion controls), and site-specific planning measures, such as Burn Plans. Together, these practices effectively minimize the risk of violating water quality standards or causing degradation. This impact falls within the scope of the PEIR because the use of pile burning and prescribed low-intensity surface fires and all associated impacts to water quality are consistent with what is analyzed in the PEIR. Applicable SPRs for this treatment include AD-3, AQ-3, HYD-1, HYD-4, HYD-6, and GEO-3 through GEO-7. SPR AD-3 requires that the treatment design align with local plans, policies, and ordinances, while SPR AQ-3 mandates preparation of a Burn Plan. SPRs GEO-3 through GEO-7 address soil stabilization, erosion monitoring, use of water breaks to manage stormwater, and limiting burn pile size. SPRs HYD-1, HYD-4, and HYD-6 ensure compliance with water quality regulations, require implementation of WLPZs ranging from 50 to 150 feet depending on watercourse classification, and prohibit burn piles within WLPZs.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. As mentioned above, there are two waterbodies located within or adjacent to the project area, Sinbad Creek and an unnamed manmade pond. The unnamed manmade pond is located within the project area and is flooded year-round during years with average rainfall. This feature is located outside of the CalVTP treatable landscape. Sinbad Creek is located less than 0.25 miles southwest of the project area and is located within the CalVTP treatable landscape. The surface water conditions of the project area boundary are essentially the same within and outside the treatable landscape; therefore, the water quality impact from prescribed burning is also the same, as described above. This determination is consistent with the

PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.10.1.2. Impact HYD-2

This project would include both manual and mechanical treatments. Any watercourses that are within treatment areas pursuant to SPR HYD-4 would have WLPZs ranging from 50 to 150 feet. The PEIR concluded that manual and mechanical treatments are unlikely to violate water quality regulations or degrade water quality, and therefore the impact is less than significant. These treatments are carefully controlled, result in minimal soil disturbance, and are subject to SPRs that mandate erosion control, setbacks from water bodies, and full compliance with water quality standards. Together, these measures effectively reduce runoff and protect surrounding water resources. Because the use of heavy equipment and handheld tools to remove vegetation and associated impacts to water quality are consistent with those analyzed in the PEIR, this impact falls within the scope of the PEIR. SPRs applicable to this treatment are AD-3, HYD-1, HYD-2, HYD-4, HYD-6, GEO-1 through GEO-4, GEO-7, BIO-1, and HAZ-1. SPRs AD-3, HYD-1, HYD-4, HYD-6, and GEO-1 through GEO-7 are described under Impact HYD-1. SPR GEO-1 requires the suspension of soil-disturbing treatment activities during precipitation and limits high ground pressure vehicles that could cause soil disturbance or compaction on wet or saturated soils. SPR HYD-2 ensures that the construction of new roads would be avoided. SPR BIO-1 requires the review and survey of specified biological resources, including riparian areas. SPR HAZ-1 requires that all equipment be maintained and regularly inspected for leaks.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. As mentioned in Impact HYD-1, a few segments of the project treatment areas that are located outside the CalVTP treatable landscape are in close proximity to waterbodies entirely or partially outside the treatable landscape boundary. However, within the boundary of the project area, the surface water conditions are essentially the same within and outside the treatable landscape; therefore, the water quality impact from manual and mechanical treatments is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.10.1.3. Impact HYD-3

Project treatments would include prescribed herbivory to reduce fuel loads and may be used for treatment maintenance or as a pre-treatment before implementation of other methods. The prescribed herbivory livestock used as part of the proposed project would typically involve use of cattle, goats, and other grazing animals; under the CalVTP, this could also include horses and may require the installation of temporary

fencing where natural barriers are not present. The use of temporary water facilities for the livestock and guard animals and/or shepherd, as well as other temporary infrastructure (e.g., tanks, corrals, wildlife-safe fences), may be required with the use of prescribed herbivory as a treatment method. The CalVTP PEIR determined that prescribed herbivory poses a less than significant impact to water quality because it involves minimal soil disturbance, is carefully managed, and is subject to protective measures under SPRs. Because the proposed prescribed herbivory treatments align with those evaluated in the PEIR, potential impacts to water quality are considered within the scope of the CalVTP and have been fully addressed. SPRs applicable to this treatment are AD-3, BIO-1, BIO-4, BIO-5, GEO-1, GEO-3, GEO-4, GEO-7, HYD-1, HYD-2, HYD-3, HYD-4, HYD-6, and HAZ-1. All applicable SPRs listed, except SPRs BIO-4, GEO-3, and HYD-3, are described in Impact HYD-1 and Impact HYD-2. SPR BIO-4 requires that treatment design avoid loss of riparian habitat function. SPR GEO-3 requires stabilization of soil disturbed during prescribed herbivory treatments, and HYD-3 requires various water quality protections for prescribed herbivory treatments. These SPRs avoid and minimize the risk of substantial water quality degradation by implementation of prescribed herbivory treatment, making the impact less than significant.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. As mentioned in Impact HYD-1, a few segments of the project treatment areas that are located outside the CalVTP treatable landscape are in close proximity to waterbodies entirely or partially outside the treatable landscape boundary. However, within the boundary of the project area, the surface water conditions are essentially the same within and outside the treatable landscape; therefore, the water quality impact from prescribed herbivory treatments is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.10.1.4. Impact HYD-4

Project treatments could include targeted herbicide application to kill, or prevent regrowth of, invasive plants and noxious weeds. No aerial spraying of herbicides would occur. Herbicides would be applied in adherence with all USEPA, CalEPA, and California DPR guidelines. Even so, the use of herbicides has the potential to violate water quality standard regulations or degrade water quality. The CalVTP PEIR found that the use of herbicides has a less-than-significant impact on water quality because herbicide application is tightly regulated, applied in accordance with label instructions and legal requirements, and subject to SPRs that include buffer zones, timing restrictions, and site-specific planning to prevent contamination of water bodies. Because the proposed herbicide treatments are consistent with those evaluated in the PEIR, potential impacts to water quality are considered within the scope of the CalVTP and have been fully addressed through regulatory safeguards and SPRs. The SPRs applicable to this treatment are AD-3, BIO-1, BIO-4, GEO-1, HAZ-1, HAZ-5, HAZ-6, HAZ-7, HYD-1, HYD-4, and HYD-5. All applicable SPRs listed, except

SPRs HYD-5, HAZ-5, HAZ-6, and HAZ-7, are described in Impacts HYD-1 through Impact HYD-3. SPR HYD-5 prohibits non-aquatic herbicide formulations from being applied within 50 feet of a waterbody or riparian area and prohibits application during precipitation or within 24 hours of forecasted precipitation. SPRs HAZ-5, HAZ-6, and HAZ-7 ensure that a spill prevention and response plan is implemented, that herbicide application regulations are followed, and that herbicide containers are triple rinsed. These SPRs avoid and minimize the risk of substantial water quality degradation by implementation of herbicide treatment, thereby making the impacts less than significant.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the Project constitutes a change to the geographic extent presented in the PEIR. As mentioned in Impact HYD-1, a few segments of the project treatment areas that are located outside the CalVTP treatable landscape are in close proximity to waterbodies entirely or partially outside the treatable landscape boundary. However, within the boundary of the project area, the existing environmental conditions present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape because they have similar environmental conditions and the same regulatory setting. Potential impacts outside the treatable area are within the scope of the activities and impacts addressed in the PEIR because the methods of herbicide application, transportation, storage, and disposal are consistent with those analyzed in the PEIR with implementation of the same SPRs. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.10.1.5. Impact HYD-5

Some of the project treatments could cause ground disturbance and minor erosion, which could directly or indirectly modify existing drainage patterns. The PEIR analyzed the potential for treatments to violate water quality standard regulations or degrade water quality, and the impacts were found to be less than significant. As described in the PEIR, these activities would have minor impacts to on-site drainage with implementation of SPRs. The potential impacts are within the scope of the activities and impacts addressed in the PEIR because the use of equipment and treatment activities are consistent with those analyzed in the PEIR. SPRs applicable to this treatment are AD-3, BIO-4, GEO-1 through GEO-7, HYD-1, HYD-2, HYD-4, and HYD-6. All applicable SPRs listed are described in Impacts HYD-1 through HYD-4. These SPRs would avoid and minimize the risk of substantial alteration of the existing drainage pattern, thereby making the impact less than significant.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape constitutes a change to the geographic extent presented in the PEIR. As mentioned in Impact HYD-1, a few segments of the project treatment areas that are located outside the CalVTP treatable landscape are in close proximity to waterbodies entirely or partially not outside the treatable landscape boundary. However, within the boundary of the project area, the existing environmental conditions present in the areas outside

the treatable landscape are essentially the same as those within the treatable landscape, and existing drainage patterns pass through both areas. Therefore, the impact related to alteration of site drainage patterns is also the same. The potential for those treatments to substantially alter the existing drainage patterns of the treatable landscape was evaluated in the PEIR and was found to be less than significant with implementation of the same SPRs. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.10.1.6. New Hydrology and Water Quality Impacts

All proposed treatments are consistent with the treatment types and activities addressed in the PEIR. The site-specific characteristics of the proposed treatment project are consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (Sections 3.11.1, Regulatory Setting, and 3.11.2, Environmental Setting, in Volume II of the Final PEIR). The inclusion of approximately 93 acres of land that is outside of the treatable landscapes constitutes a change to the geographic extent presented in the PEIR. However, the hydrology, water quality, and treatment methods are consistent with those analyzed in the PEIR; thus, they are also within the scope of the PEIR. Additionally, the existing environmental and regulatory conditions pertinent to hydrology and water quality are also consistent within as well as outside of the treatable landscape included in the project area. No changed circumstances would create new significant impacts not addressed in the PEIR, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impacts. Therefore, no new impact related to hydrology and water quality would occur.

4.11. Land Use and Planning, Population, and Housing

Table 12. Consistency of project-related land use and planning, population, and housing impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact LU-1: Cause a Significant Environmental Impact Due to a Conflict with a Land Use Plan, Policy, or Regulation	LTS	Impact LU-1, pp. 3.12-13–3.12-14	Yes	AD-3	N/A	LTS	No	Yes
Impact LU-2: Induce Substantial Unplanned Population Growth	LTS	Impact LU-2, pp. 3.12-14–3.12-15	Yes	N/A	N/A	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Land Use and Planning, Population, and Housing Impacts: Would the treatment result in other impacts to land use and planning, population and housing that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.11.1. Discussion

4.11.1.1. Impact LU-1

Initial treatment and treatment maintenance activities would take place in the City in Alameda County. Landowners include the City, Golden Eagle Estates, and the East Bay Regional Park District. SPR AD-3 (Consistency with Local Plans, Policies, and Ordinances) requires that the project proponent design and implement the treatment in a manner that is consistent with applicable local plans (e.g., general plans), policies, and ordinances to the extent the Project is subject to them. The Project would be consistent with the Pleasanton General Plan (City of Pleasanton 2009) and the Alameda County General Plan (Alameda County 1994), which contain goals and policies relating to fire protection and wildland fire prevention. As described in the project description and Section 4.12, Noise, noise-generating treatment activities would occur during daytime hours and would be consistent with the local ordinances of the City and Alameda County.

Land parcels within the treatment area are classified as “Low Density Residential,” “Agriculture,” “Single-Family Residential,” and “Open Space” (City of Pleasanton n.d.). The CalVTP PEIR determined that the potential for treatment activities to conflict with land use plans, policies, or regulations would result in a less than significant impact because all vegetation treatments must be designed to comply with applicable local, regional, and state land use requirements. The potential for vegetation treatment activities to cause a significant environmental impact is within the scope of the PEIR because the treatment types and activities are consistent with those evaluated in the PEIR. SPR AD-3 is applicable to the proposed project, and it requires proposed project treatments to be consistent with local plans, policies, and ordinances.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent considered in the PEIR. However, because the land uses in the project area are generally the same within and outside the treatable landscape, the land use impact is also the same. Furthermore, no conflict would occur because the project proponent would adhere to SPR AD-3. This determination is consistent with the PEIR and would not constitute a more severe impact than that which is described in the PEIR.

4.11.1.2. Impact LU-2

The PEIR found the impact of vegetation treatments on population growth to be less than significant because the work is temporary, relies on local labor, and does not induce long-term housing or infrastructure development. Impacts associated with a short-term increase in the demand for workers during implementation of the treatment project are within the scope of the PEIR because the number of workers required for the proposed project is consistent with the crew size analyzed in the PEIR for the types of treatments proposed. Additionally, as evaluated in the PEIR, the workforce needed for project

treatments and maintenance can largely be met by hiring local residents near the treatment areas. While some employees may relocate to meet workforce demands, adequate housing is expected to be available to accommodate those who move from outside the region.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the project treatment area is considered a change to the geographic extent presented in the PEIR. However, because the population and housing characteristics of the project area are similar both within and outside the treatable landscape, the population and housing impact is also the same, as described above. There are no SPRs applicable to this impact. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than that which was evaluated in the PEIR.

4.11.1.3. New Land Use and Planning, Population, and Housing Impacts

The proposed project is consistent with the treatment types and activities described in the CalVTP PEIR. The project proponent has considered the site-specific characteristics of the proposed project and determined they are consistent with the applicable environmental and regulatory conditions described in the CalVTP PEIR (refer to Sections 3.12.1, Environmental Setting, and 3.12.2, Regulatory Setting, in Volume II of the Final PEIR). The project proponent has also determined that including land that is outside the treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the project area boundary, the existing conditions relevant to land use and planning, population, and housing that are present in the areas outside the treatable landscape are very similar to those within the treatable landscape; therefore, the impacts of the proposed project are also consistent with those analyzed in the PEIR. No changed circumstances are present, and the inclusion of lands outside the CalVTP treatable landscape would not result in any new significant impacts. In conclusion, no new impact related to land use and planning, population, and housing would occur.

4.12. Noise

Table 13. Consistency of project-related noise impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact NOI-1: Result in a Substantial Short-Term Increase in Exterior Ambient Noise Levels During Treatment Implementation	LTS	Impact NOI-1, pp. 3.13-9–3.13-12; Appendix NOI-1	Yes	AD-3, NOI-1, NOI-2, NOI-3, NOI-4, NOI-5, NOI-6	NOI-1	LTSM	No	Yes
Impact NOI-2: Result in a Substantial Short-Term Increase in Truck-Generated Single-Event Noise Levels (SENLs) During Treatment Activities	LTS	Impact NOI-2, p. 3.13-12	Yes	AD-3, NOI-1, NOI-2, NOI-3, NOI-4, NOI-5, NOI-6	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Noise Impacts: Would the treatment result in other noise-related impacts that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.12.1. Discussion

4.12.1.1. Impact NOI-1

The project treatment activities that have the potential for short-term increase in ambient noise level include manual treatments and ground-based mechanical treatments. Prescribed herbivory would potentially occur 24 hours a day, but as noted in the PEIR, it would not require the use of heavy off-road equipment. Although noise generated by prescribed herbivory would be generally negligible, it is discussed further in this section as the local jurisdictions where the Project is located have ordinances specifically related to animal noise.

The manual treatments for this project include hand-operated power tools, and the mechanical treatments include but are not limited to bucket trucks, tow chippers, track chippers, fire engines, and riding lawn mowers. Manual and mechanical treatments would occur on weekdays during daylight hours only. Table 11-5 of the City of Pleasanton General Plan (City of Pleasanton 2009) and Figure 2 of the Alameda County General Plan (Alameda County 1994) present noise restrictions within the project area. When work would be conducted within these jurisdictions with more restrictive noise ordinances, manual and mechanical treatments would only be conducted within the allowable hours for noise-generating activities. Multiple crews may be working at the same time and using mechanical and manual methods that may generate varying noise levels, temporarily increasing ambient noise in the vicinity. Due to the nature of the proposed project, private residences and other noise-sensitive land uses are located adjacent to the Project and treatment areas and would temporarily be exposed to noise. The Project would fall within jurisdictions of both the City and unincorporated Alameda County. The potential for treatment activities to cause substantial short-term increases in exterior ambient noise level was addressed in the PEIR and was found to be less than significant. This impact is within the scope of the PEIR because the types of treatments and associated equipment, and thus the noise generated, are consistent with those analyzed in the PEIR. SPRs applicable to the proposed project include AD-3, which requires the treatments to be consistent with local plans, policies, and ordinances. As described in the project description, all treatments except herbivory would occur primarily on weekdays during daylight hours only.

Alameda County (§ 6.60.050) and the City (§ 7.08.010) have animal noise ordinances which prohibit the keeping of animals which frequently or continuously generate noise deemed to disturb any reasonable person's peace and quiet. Animals used for herbivory treatment may make noises that could violate these ordinances; however, this is considered unlikely. MM NOI-1 would require posting of signs during herbivory treatment specifying who to contact regarding noise complaints. The City would take into consideration future use of herbivory treatments in areas that receive noise complaints. With implementation of MM NOI-1, the impact of animal noises would be in line with the local ordinances and be less than significant with mitigation.

- MM NOI-1: Avoid Conflicts with Local Noise Ordinances During Prescribed Herbivory

Prior to commencing prescribed herbivory treatments, the City would post signs containing contact information, including a daytime telephone number, of the project representative, who may be contacted regarding noise complaints. The City would take into consideration future use of herbivory treatments in areas that receive noise complaints and may adjust the limits of treatment areas to be further from sensitive receptors.

Noise-generating treatments would be within the Alameda County and the City construction noise requirements. The Alameda County noise ordinance (§ 6.60.120) identifies that construction noise is permitted between 7 a.m. and 7 p.m. on weekdays and 8 a.m. and 5 p.m. on weekends. The City noise ordinance (§ 9.04.100) identifies that construction noise is exempt 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. Noise-generating treatments would comply with the local regulations outlined in Table 11-5 of the City of Pleasanton General Plan (City of Pleasanton 2009) and Figure 2 of the Alameda County General Plan (Alameda County 1994), and, therefore, all work would be within the allowable limits, per SPR AD-3. Additional SPRs applicable to the proposed project include NOI-1, NOI-2, NOI-3, NOI-4, NOI-5, and NOI-6. SPRs NOI-1 through NOI-6 would require that heavy equipment be used only during daytime hours, all equipment be properly maintained, engine shrouds be closed during mechanical equipment operation and idle time be restricted to 5 minutes, all staging areas be placed away from noise sensitive land types, and any noise sensitive receptors be notified ahead of work to ensure impacts to ambient noise levels would be less than significant.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. The northernmost portion of the Project is further from the treatable landscape than other portions of the Project; however, the added acreage would not expand the total annual acreage of 250,000 acres per year proposed for treatment under the PEIR. The existing environmental conditions present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape because they would be subject to the same noise ordinances and would have similar noise-sensitive receptors. Therefore, the noise impact is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.12.1.2. Impact NOI-2

Project treatment activities would require large trucks to haul equipment, crews, and livestock to the project site. While trucks would pass residential sensitive receptors, it is not anticipated that project traffic would result in a substantial increase in truck-generated noise along local roads. These large trucks have

the potential for a substantial short-term increase in SENLs, but haul trucks would only be in use during daytime hours, generally Monday through Friday, and in compliance with other more stringent local noise ordinances (see Impact NOI-1). The SENL describes a receiver's cumulative noise exposure from a single impulsive noise event (e.g., an automobile passing by or an aircraft flying overhead), which is defined as an acoustic event of short duration and involves a change in sound pressure above some reference value. The impacts are within the scope of the PEIR because the treatment activities and methods are the same as those analyzed in the PEIR. SPRs applicable to this treatment are AD-3, NOI-1, NOI-2, NOI-3, NOI-4, NOI-5, and NOI-6, described under Impact NOI-1. The potential for a substantial short-term increase in SENL during the project treatments was evaluated in the PEIR and was found to be less than significant with the implementation of these SPRs.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. As described in Impact NOI-1, the northernmost portion of the Project is further from the treatable landscape than other portions of the Project. For much of the Project area, the existing roadway network and access roads used by the worker vehicles and trucks for hauling would be the same to reach the treatable landscape inside the CalVTP as outside the CalVTP. For portions of the project area that are further from CalVTP treatable landscape areas, like the northernmost portion, the types of sensitive receptors located along existing roads and access roads would be the same as those covered in the PEIR. Therefore, the noise impact is also the same as described above and would be less than significant with the application of the same SPRs. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.12.1.3. New Noise Impacts

The proposed treatment is consistent with the treatment types and activities discussed in the PEIR. The site-specific characteristics of the proposed treatments are consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (Sections 3.13.1, Environmental Setting, and 3.13.2, Regulatory Setting, in Volume II of the Final PEIR).

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, the existing environmental and regulatory conditions pertinent to noise that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape, as previously described. The Project is consistent with the types of projects covered in the PEIR. The local jurisdictions where the Project would occur have specific noise ordinances related to noise from animals. The potential for animals used for herbivory treatments to violate local noise ordinances for animals was not specifically addressed in the PEIR but is analyzed in impact NOI-1 above. This would be considered a

new impact. An additional MM, MM NOI-1, has been included for the Project, which would reduce the impact to less than significant. With inclusion of this MM, no new significant impacts would occur.

4.13. Recreation

Table 14. Consistency of project-related recreation impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact REC-1: Directly or Indirectly Disrupt Recreational Activities within Designated Recreation Areas	LTS	Impact REC-1, pp. 3.14-6–3.14-7	Yes	REC-1	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Recreation Impacts: Would the treatment result in other impacts to recreation that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.13.1. Discussion

4.13.1.1. Impact REC-1

Initial treatment and treatment maintenance activities would take place on land in and adjacent to the City and unincorporated Alameda County. Some portions of the project area are designated by the relevant jurisdictions as open space and/or parks and recreation space. Access to some treatment areas would rely on unpaved roads, which are sometimes used as recreational trails. The potential for treatment activities to directly or indirectly disrupt recreational activities within designated recreation areas was evaluated in the PEIR and found to be less than significant. The potential for vegetation treatment and maintenance activities (including prescribed fire) to cause a significant environmental impact is within the scope of the PEIR because the treatment types and activities are consistent with those evaluated in the PEIR. SPR AD-3 is applicable to the proposed project, and it requires proposed project treatments to be consistent with local plans, policies, and ordinances relevant to recreation, which include general plans, zoning ordinances, and adopted policies to avoid conflicts with recreational uses. SPR REC-1 is applicable to the proposed project, and it requires the project proponent to coordinate with the owner/manager of any recreation area or facility that would be temporarily closed during treatment activity, including posting notifications at least 2 weeks prior to the commencement of the treatment activities. The potential for the proposed treatment project to impact recreation is within the scope of the PEIR and would be less than significant because the treatment activities and intensity are consistent with those analyzed in the PEIR.

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area (92.5 acres) constitutes a change to the geographic extent presented in the PEIR. However, the availability of recreational resources within the project area is essentially the same as outside the treatable landscape because the areas are near to each other and the recreational users would be the same. Impacts to recreation would be the same as previously described and would be less than significant. Implementation of SPRs AD-3 and REC-1 would minimize disruption to recreational activities within the project area. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than covered in the PEIR.

4.13.1.2. New Recreation Impacts

The proposed project is consistent with the treatment types and activities considered in the CalVTP PEIR. The site-specific characteristics of the proposed treatments are consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (refer to Sections 3.14.1, Environmental Setting, and 3.14.2, Regulatory Setting, in Volume II of the Final PEIR).

The inclusion of land that is outside the treatable landscape in the proposed treatment area (92.5 acres) constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the

project area, the existing environmental conditions pertinent to recreation that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape, as described previously. The proposed project is consistent with the types of projects covered in the PEIR. No changed circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impacts. Therefore, no new impact related to recreation would occur.

4.14. Transportation

Table 15. Consistency of project-related transportation impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Environmental Impact Covered in the PEIR	Identify Impact Significance in the PEIR	Identify Location of Impact Analysis in the PEIR	Does the Impact Apply to the Treatment Project?	List SPRs Applicable to the Treatment Project[1]	List MMs Applicable to the Treatment Project[1]	Identify Impact Significance for Treatment Project	Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?	Is This Impact within the Scope of the PEIR?
Would the project:								
Impact TRAN-1: Result in Temporary Traffic Operations Impacts by Conflicting with a Program, Plan, Ordinance, or Policy Addressing Roadway Facilities or Prolonged Road Closures	LTS	Impact TRAN-1, pp. 3.15-9–3.15-10	Yes	AD-3, TRAN-1	NA	LTS	No	Yes
Impact TRAN-2: Substantially Increase Hazards due to a Design Feature or Incompatible Uses	LTS	Impact TRAN-2, pp. 3.15-10–3.15-11	Yes	AD-3, TRAN-1	NA	LTS	No	Yes
Impact TRAN-3: Result in a Net Increase in vehicles miles travelled (VMT) for the Proposed CalVTP	PSU	Impact TRAN-3, pp. 3.15-11–3.15-13	Yes	NA	AQ-1	SU	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Transportation Impacts: Would the treatment result in other impacts to transportation that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.14.1. Discussion

4.14.1.1. Impact TRAN-1

Initial treatment and treatment maintenance activities would take place within and adjacent to Augustin Bernal Community Park in Alameda County, California. The Project would require limited vehicular traffic along public roadways used to access existing fire roads and trails leading to the specific treatment areas. Project-related traffic would include heavy-vehicle trips to haul equipment and materials and worker commute trips to and from the treatment areas. Crew sizes would typically be less than 25 workers per site, although multiple teams may be working at the same time. Crews would not be more than 45 workers for prescribed burns. All treatments except herbivory would occur primarily on weekdays during daylight hours only. During prescribed burning, crews would need to conduct some maintenance burning on weekends to manage overall smoke impacts. As described in the project description and Section 4.12, "Noise," noise-generating treatment activities would occur during daytime hours and would be consistent with the local ordinances of the City and Alameda County. Therefore, the increase of vehicle traffic on the surrounding local roads would occur during allowed construction hours.

The number of truck trips and worker vehicle trips to and from the project area would vary based on the size of the area being treated, the type of treatment being implemented, and the duration of the vegetation treatments. No road closures would be necessary for the implementation of this project. The CalVTP PEIR found traffic impacts to be less than significant because vehicle increases and road closures during vegetation treatments are short-term, use existing roads, and are managed through traffic plans, agency coordination, and safety measures that prevent conflicts with transportation policies. The proposed temporary increases in traffic related to the Project are within the scope of the PEIR because the treatment duration and limited number of vehicles associated with the proposed treatments are consistent with those analyzed in the PEIR. The proposed treatments would not all occur concurrently, and increases in vehicle trips associated with the treatments, particularly relating to commuting workers, would be dispersed on multiple roads as the distance from the Project Site increases. SPRs applicable to this treatment are AD-3 and TRAN-1. Implementing SPR AD-3 requires the treatments to be consistent with local plans, policies, and ordinances, and SPR TRAN-1 requires that the project proponent implement a traffic management plan (TMP) and that traffic control measures be placed on affected roadways during Project treatment activities. With the implementation of these SPRs, the determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, the existing transportation conditions (e.g., roadways, road use) present in the areas outside the treatable

landscape are essentially the same as those within the treatable landscape because they continue from roadways from within the treatable landscape and are under the same jurisdictions and would be subject to the same programs, plans, ordinances, or policies regarding roadway facilities and closures. Therefore, the transportation impact is also the same and would be less than significant with the implementation of the same SPRs. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.14.1.2. Impact TRAN-2

The project treatment activity that would have the potential to increase transportation hazards during proposed treatment and maintenance activities would be the use of prescribed burning due to the smoke produced, which could temporarily affect visibility on nearby roadways. The CalVTP PEIR found smoke-related visibility impacts from prescribed burning to be less than significant because burns are carefully planned and regulated through SMPs, weather-based burn scheduling, and traffic safety protocols that minimize risks near roadways. Vegetation piles for burning would not exceed 20 feet in diameter. Prescribed and pile burning would be conducted in compliance with CAL FIRE and the BAAD Regulation 5 for open burning and burn day restrictions. The City would report site conditions and request approval to burn through PFIRS, which serves as an interface between air quality managers, land management agencies, and individuals that conduct prescribed burning in California. Moreover, project treatments would reduce the density of vegetation along roads and trails, improving line of sight and safety of motorists. SPRs applicable to this treatment are AD-3 and TRAN-1, described under Impact TRAN-1. The project proponent would prepare and implement a TMP to avoid and minimize temporary transportation impacts under this SPR. SPR TRAN-1 would also require the project proponent to monitor prescribed burning operations and the associated smoke dispersion. Therefore, the project treatment activities would not substantially increase hazards due to a design feature or incompatible uses, and impacts would be less than significant. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

The project area includes approximately 93 acres of land that is outside the CalVTP treatable landscape. While this constitutes a change to the geographic area considered in the PEIR, the existing environmental conditions for the land outside the treatable landscape and on the land within the treatable landscape are essentially the same. Further, the existing transportation conditions (e.g., roadways, road use) present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape because they continue beyond the treatable landscape. Therefore, the potential to increase hazards is the same for project areas outside the CalVTP treatable landscape as for areas within the treatable landscape. As a result, the impact to increased hazards is also the same and within the scope of the PEIR. The Project would result in a less-than-significant impact related to increasing road hazards and would not result in a more significant impact than covered in the PEIR.

4.14.1.3. Impact TRAN-3

The project treatments could temporarily increase VMT above baseline conditions because the project access locations are in residential areas with small, local roadways, requiring vehicle trips to access the treatment areas. Project-related traffic would include heavy-vehicle trips to haul equipment and materials as well as worker commute trips to and from the treatment areas. The number of truck trips and worker vehicle trips to and from the project area would vary based on the size of the area being treated, the type of treatment being implemented, and the duration of the vegetation treatments. Should vehicles be given landowner consent to stage on-site or in close proximity, the most VMT would occur at the beginning and end of the Project to haul equipment in and out of the project area. Daily VMT would largely consist of crew transportation to and from the site and, potentially, hauling removed material. This impact was identified as potentially significant and unavoidable in the PEIR because implementation of the CalVTP would result in a net increase in VMT. However, as stated in Impact TRAN-3 of the PEIR, individual projects under the CalVTP are likely to generate fewer than 110 trips per day, which is expected to cause a less-than-significant transportation impact for specific later activities, as described in the *Technical Advisory on Evaluating Transportation Impacts* published by the Governor's Office of Planning and Research (Governor's Office of Planning and Research 2018). According to the analysis methodologies presented in the PEIR, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant transportation impact. As presented in the PEIR, this amount would allow for up to 50 vehicles bringing crews and equipment to and from the project site and hauling materials away in a single day. Because of the small sizes of the crews needed for the proposed project (not more than 45 workers), the limited equipment needed, and the limited materials to be hauled in any one day, the total VMT would not exceed 110 trips per day. Initial treatment would likely involve more vehicle trips than subsequent maintenance. Additionally, vehicle trips for commuting workers would be dispersed across multiple roadways, particularly as distance increases from the project site. Hiring local contractors would be encouraged where feasible to reduce the amount of VMT.

Although the PEIR determined that individual vegetation treatments would likely be less than significant, the overall impact was identified as potentially significant in the PEIR because implementation of the CalVTP would result in a net increase in VMT attributable to the program as a whole. Because the Project would generate VMT during implementation, it would contribute to the environmental significance conclusion in the PEIR; therefore, this impact is considered significant and unavoidable. No SPRs apply to this impact. As discussed for Impact AQ-1 in Section 4.3, Air Quality, the City would implement MM AQ-1 to the extent feasible. MM AQ-1 would reduce the impact by encouraging workers to carpool and/or use public transportation. However, due to the required equipment and number of employees (i.e., the primary trip-generators associated with vegetation treatments) associated with the Project, it would not be feasible to reduce VMT substantially. Therefore, the impact would remain significant and unavoidable.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, the existing transportation conditions (e.g., roadways, road use) present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape because they continue beyond the treatable landscape. Therefore, the transportation impact identified in the PEIR for individual projects is also the same, as described above, and would be significant and unavoidable.

4.14.1.4. New Impacts on Transportation

The proposed treatments are consistent with the treatment types and activities covered in the CalVTP PEIR. The site-specific characteristics of the proposed treatments are consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (refer to Sections 3.15.1, Environmental Setting, and 3.15.2, Regulatory Setting, in Volume II of the Final PEIR).

The inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing environmental conditions pertinent to transportation that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape, as previously described. The proposed project is consistent with the types of projects covered in the PEIR. No changed circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impact. Therefore, no new impact related to transportation would occur.

4.15. Public Services, Utilities, and Service Systems

Table 16. Consistency of project-related public services, utilities, and service systems impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact UTIL-1: Result in Physical Impacts Associated with Provision of Sufficient Water Supplies, including Related Infrastructure Needs	LTS	Impact UTIL-1, p. 3.16-9	Yes	NA	NA	LTS	No	Yes
Impact UTIL-2: Generate Solid Waste in Excess of State Standards or Exceed Local Infrastructure Capacity	PSU	Impact UTIL-2, pp. 3.16-10–3.16-12	Yes	AD-3, UTIL-1	NA	LTS	No	Yes
Impact UTIL-3: Comply with Federal, State, and Local Management and Reduction Goals, Statutes, and Regulations Related to Solid Waste	LTS	Impact UTIL-2, p. 3.16-12	Yes	AD-3, UTIL-1	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Public Services, Utilities, and Service System Impacts: Would the treatment result in other impacts to public services, utilities and service systems that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.15.1. Discussion

4.15.1.1. Impact UTIL-1

The proposed project would include the following treatment activities: prescribed burning (pile and broadcast), mechanical treatment (mowing, chipping and broadcasting vegetation), manual treatment (using hand tools and hand-operated power tools such as hand saws, pole saws, McLeods, brush cutter, etc.), targeted herbicide application, and biomass disposal. A minimal amount of water would be required for fire suppression during prescribed and pile burning activities and for dust control during mechanical treatments. Depending on the location of the prescribed burning, pile burning, or mechanical treatments, water would be supplied via nearby fire hydrants or be transported via fire trucks. The CalVTP PEIR found increased water demand for vegetation activities to be a less-than-significant impact because vegetation treatments use minimal water and rely on existing sources without straining local supplies. The Project's impacts are consistent with those analyzed in the PEIR because the amount of water required for prescribed burning and dust control is within the scope of activities and impacts determined in the PEIR. Due to the minimal amount of water required for these treatment activities, there would be minimal water demand on local water providers. No SPRs are applicable to this impact. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

The proposed project includes approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area, which constitutes a change to the geographic extent presented in the PEIR. The conditions outside the treatable landscape area are similar to those within it, primarily because they rely on the same water service providers and usage patterns. As such, the potential impacts are already addressed by the PEIR and would be considered a less than significant impact. No SPRs are applicable to this impact. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.15.1.2. Impact UTIL-2

Mechanical and manual vegetation treatments would generate organic woody biomass as a result of vegetation removal within the project treatment areas. Methods for managing biomass for the Project include natural decomposition (e.g., chip and broadcast, lop and scatter), chipping and hauling, and pile burning. Any biomass not broadcast on-site or pile burned would be taken off-site to an appropriate biomass-processing facility, such as the Pleasanton Garbage Service, Inc. The CalVTP PEIR found that solid waste generation from vegetation treatments would be less than significant because most biomass is either left on-site, burned, or reused (e.g., for mulch or energy), and any waste generated is minimal and managed in compliance with state disposal standards. The potential biomass impact is within the scope of

the activities and impacts identified in the PEIR as the conditions for removing biomass are consistent with the analysis in the PEIR. SPRs AD-3 and UTIL-1 would be implemented. SPR AD-3 requires the project proponent to design and implement the Project consistent with local plans and ordinances, and SPR UTIL-1 requires the project proponent to prepare a Solid Organic Waste Disposition Plan to guide biomass disposal.

The PEIR found that while some localities within the state may currently have the requisite infrastructure to process woody biomass or may develop this capacity in the near future, it cannot be guaranteed that all localities across the state would develop the capacities to process excess solid organic waste produced from treatment activities within the timeframes of the proposed activities. Because no feasible mitigation is available, and to avoid downplaying potential future impacts given uncertainties around market response, the PEIR classified the impact as potentially significant and unavoidable. This classification stands despite the possibility that treatment capacity could scale sufficiently to accommodate most or all individual treatments. The Pleasanton Garbage Service Inc. and additional biomass-processing facilities are located within 5 miles of the proposed project. Therefore, the impact to solid waste disposal is less than significant. This determination is consistent with the PEIR and would not constitute a substantially more severe impact than identified in the PEIR.

The proposed project includes land that is outside the CalVTP treatable landscape in the proposed treatment area, which constitutes a change to the geographic extent presented in the PEIR. However, the environmental conditions outside the treatable landscape are essentially the same as those within the treatable landscape because they are adjacent to the treatable landscape, would generate a similar amount of solid waste, and would use the same biomass disposal methods. SPRs AD-3 and UTIL-1 would be implemented to ensure consistency with local plans and ordinances and ensure implementation of a Solid Organic Waste Disposition Plan. This proposed project reflects a lesser impact than the statewide program, and the determination is consistent with the PEIR and would not constitute a substantially more severe impact than identified in the PEIR.

4.15.1.3. Impact UTIL-3

Project treatments as a result of vegetation removal within the project site would generate biomass, which would be disposed of by natural decomposition (e.g., chip and broadcast, lop and scatter), hauling off-site, and pile burning. The CalVTP PEIR found solid waste impacts to be less than significant because vegetation treatments produce minimal waste, reuse most biomass, and follow all disposal regulations through SPRs. The Project is within the scope of activities and impacts identified in the PEIR, as it uses the same methods of biomass generation that are outlined in the PEIR. Biomass from the Project not disposed on-site would be hauled off-site to the nearest appropriate facility (Pleasanton Garbage Service, Inc.) and would not be placed in a landfill. The Project would be in compliance with federal, state, and local goals related to solid

waste, as required by SPR AD-3. The Project would apply SPR UTIL-1, which requires implementation of a Solid Organic Waste Disposition Plan.

The inclusion of approximately 93 acres of land outside the treatable landscape constitutes a change to the geographic extent of the PEIR. However, the environmental conditions outside the treatable landscape are essentially the same as those within the treatable landscape because they are adjacent to the treatable landscape, would generate a similar amount of solid waste, and would use the same biomass disposal methods and facilities. Therefore, the impact related to compliance with federal, state, and local goals and regulations regarding solid waste is less than significant. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than what was covered in the PEIR.

4.15.1.4. New Impacts on Public Services, Utilities, and Service Systems

The proposed treatments are consistent with the treatment types and activities considered in the PEIR. The site-specific characteristics of the proposed treatments have been considered and found to be consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (refer to Sections 3.16.1, Environmental Setting, and 3.16.2, Regulatory Setting, in Volume II of the Final PEIR). The inclusion of land in the proposed treatment area that is outside the CalVTP treatable landscape constitutes a change to the geographic extent presented in the PEIR. However, the conditions present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape, as described above. Therefore, the impacts of the Project are also consistent with those covered in the PEIR. No changed circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impacts not addressed in the PEIR.

4.16. Wildfire

Table 17. Consistency of project-related wildfire impacts with the scope of the California Vegetation Treatment Program Programmatic Environmental Impact Report.

Impact in the PEIR			Project-Specific Checklist					
Environmental Impact Covered in the PEIR	**Identify Impact Significance in the PEIR**	**Identify Location of Impact Analysis in the PEIR**	**Does the Impact Apply to the Treatment Project?**	**List SPRs Applicable to the Treatment Project[1]**	**List MMs Applicable to the Treatment Project[1]**	**Identify Impact Significance for Treatment Project**	**Would This Be a Substantially More Severe Significant Impact than Identified in the PEIR?**	**Is This Impact within the Scope of the PEIR?**
Would the project:								
Impact WIL-1: Substantially Exacerbate Fire Risk and Expose People to Uncontrolled Spread of a Wildfire	LTS	Section 3.17.1; Impact WIL-1 pp. 3.17-14–3.17-15	Yes	AD-3, HAZ-2, HAZ-3, HAZ-4	NA	LTS	No	Yes
Impact WIL-2: Expose People or Structures to Substantial Risks Related to Postfire Flooding or Landslides	LTS	Section 3.17.1; Impact WIL-2 pp. 3.17-15–3.17-16	Yes	AD-3, AQ-3, GEO-3, GEO-4, GEO-5	NA	LTS	No	Yes

[1]NA: Not applicable; there are no SPRs and/or MMs identified in the PEIR for this impact.

New Wildfire Impacts: Would the treatment result in other impacts related to wildfire that are not evaluated in the CalVTP PEIR?	☐ Yes	☒ No	If yes, complete row(s) below and discussion
	Potentially Significant	Less than Significant with Mitigation Incorporated	Less than Significant
	☐	☐	☐

4.16.1. Discussion

4.16.1.1. Impact WIL-1

The Project would create and maintain a 162-acre reduced fuel zone within and adjacent to Augustin Bernal Community Park on Pleasanton Ridge in Alameda County, California. The Project would reduce ladder fuels within a shaded fuel break and WUI, ranging from 100 to 400 feet wide, creating safer fire road access for first responders and community members.

Initial and maintenance treatments would include prescribed burning (pile and broadcast) and mechanical treatments, which could result in temporary risks associated with uncontrolled wildfire, accidental wildfire ignition, or risk of a prescribed fire escaping its control lines. The CalVTP PEIR found wildfire risk during treatment implementation to be a less-than-significant impact because activities are conducted under strict safety protocols and planning that prevent increased fire hazards. The Project is covered under the PEIR because prescribed pile and broadcast burning, along with the use of heavy equipment in vegetated areas, are activities included within its scope. SPRs HAZ-2, HAZ-3, HAZ-4, and AD-3 would be implemented to reduce the risk of exposure to wildfire by requiring spark arrestors on mechanical hand tools, requiring crews to carry one fire extinguisher per chainsaw, prohibiting smoking in vegetated areas, and requiring consistency with local plans, policies, and ordinances. Based on the implementation of the SPRs, the potential to substantially exacerbate fire risk and expose people to uncontrolled spread of wildfire would be less than significant and within the scope of the PEIR.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the wildfire risk of the project area is essentially the same within and outside the treatable landscape; therefore, the wildfire impact is also the same, as described above. This determination is consistent with the PEIR and would not constitute a substantially more severe significant impact than covered in the PEIR.

4.16.1.2. Impact WIL-2

Initial and maintenance treatments would include prescribed burning (pile and broadcast), mechanical treatment using motorized equipment, and prescribed herbivory. The CalVTP PEIR found post-fire flooding, erosion, and landslide risks to be a less than significant impact because treatments are designed to reduce fuel loads and are implemented with erosion control measures and site-specific planning that minimize soil disturbance and runoff. The Project is within the scope of the PEIR, as its activities are consistent with those analyzed in the document. Mechanical treatment activities would occur predominantly on slopes below 40 percent grade and along ridges and may occur on slopes greater than 40 percent grade with equipment that can reach target vegetation from existing road infrastructure.

Mechanical treatments would not be applied on slopes above 50 percent. Implementation of SPRs AD-3, AQ-3, and GEO-3 through GEO-5 would reduce the risk of erosion and landslides post-prescribed burn and/or post-fire, in the event that a wildfire occurred as a result of the proposed treatments or an unrelated occurrence. Implementation of AD-3 would ensure consistency with local plans, policies, and related ordinances. Implementation of SPR AQ-3 would minimize soil burn severity during prescribed burns, which would help to retain vegetation to stabilize the soil. SPR GEO-3 would require stabilization of disturbed soil areas during treatment activities, SPR GEO-4 would require inspection of the treatment area for proper erosion control measures prior to the rainy season and immediately following the first large rainfall event, and SPR GEO-5 would require stormwater to be drained via water breaks to decrease the potential for channelized erosion within linear treatment areas. As described in Impact WIL-1, this project intends to create and maintain a reduced fuel zone, which may lead to smaller burn scars, or less area susceptible to post-fire flooding or erosion.

The inclusion of approximately 93 acres of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the post-fire landslide risk of the project area is essentially the same within and outside the treatable landscape due to similar slopes, soils, and hydrological and geological conditions. Therefore, the wildfire impact outside the treatable landscape is also the same and less than significant, as described above, with implementation of the same SPRs. The impact outside the treatable landscapes would be consistent with the lands analyzed in the PEIR. The Project would not create any substantially more severe significant impacts than identified in the PEIR.

4.16.1.3. New Impacts to Wildfire

The proposed treatments are consistent with the treatment types and activities considered in the PEIR. The site-specific characteristics of the proposed treatments have been considered and found to be consistent with the applicable environmental and regulatory conditions presented in the CalVTP PEIR (refer to Sections 3.16.1, Environmental Setting, and 3.16.2, Regulatory Setting, in Volume II of the Final PEIR). The project proponent has also determined that the inclusion of land that is outside the CalVTP treatable landscape in the proposed treatment area constitutes a change to the geographic extent presented in the PEIR. However, within the boundary of the project area, the existing environmental and regulatory conditions pertinent to wildfire that are present in the areas outside the treatable landscape are essentially the same as those within the treatable landscape; therefore, the impacts of the proposed treatment project are also consistent with those covered in the PEIR. No changed circumstances are present, and the inclusion of areas outside of the CalVTP treatable landscape would not give rise to any new significant impacts. Therefore, no new impact related to wildfire risk would occur.

5.0 LIST OF PREPARERS

5.1. The City of Pleasanton (Responsible Agency)

Matt Gruber	City Landscape Architect
Sarah Hosterman	Landscape Architect Assistant

5.2. Sequoia Ecological Consulting, Inc. (California Environmental Quality Act Compliance)

Debie Montana	CEO and President/Principal Biologist
Stuart Poulter, AICP	Wildfire Resilience & Environmental Program Manager/Senior Planner
Alex Hirth	Project Manager/Biologist/GIS Specialist
Soumya Suresh	Biologist
Kelyn McGuire	Biologist

5.3. Montrose Environmental (California Environmental Quality Act Compliance)

Ken Schwarz, Ph.D.	Principal
Emma White	Project Manager
Diana Roberts	Senior Associate
Zachary Cornejo	Senior Associate
Debra Lilly	Senior Associate
Bridget Parry	Archaeologist
Alexandria Fraser	Associate
Susannah Kiteck	Analyst

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Attachment A

Mitigation and Monitoring Reporting Program

A.1 AUGUSTIN BERNAL COMMUNITY PARK FUELS REDUCTION PROJECT: MITIGATION MONITORING AND REPORTING PROGRAM

Table A-1. Standard project requirements.

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Administrative Standard Project Requirements				
SPR AD-1 Project Proponent Coordination For treatments coordinated with CAL FIRE, CAL FIRE would meet with the project proponent to discuss all natural and environmental resources that must be protected using SPRs and any applicable mitigation measures; identify any sensitive resources on-site; and discuss resource protection measures. For any prescribed burn treatments, CAL FIRE would also discuss the details of the Burn Plan in the incident action plan (IAP). This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton
SPR AD-2 Delineate Protected Resources The project proponent would clearly define the boundaries of the treatment area and protected resources on maps for the treatment area and with highly visible flagging or clear, existing landscape demarcations (e.g., edge of a roadway) prior to beginning any treatment to avoid disturbing the resource. “Protected Resources” refers to environmentally sensitive places within or adjacent to the treatment areas that would be avoided or protected to the extent feasible during planned treatment activities to sustain their natural qualities and processes. This work would be performed by a qualified person, as defined for the specific resource (e.g., qualified RPF or biologist). This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior to treatment	The City of Pleasanton	The City of Pleasanton
SPR AD-3 Consistency with Local Plans, Policies, and Ordinances	Initial Treatment: Y Treatment Maintenance: Y	Prior and during treatment	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would design and implement the treatment in a manner that is consistent with applicable local plans (e.g., general plans, Community Wildfire Protection Plans, CAL FIRE Unit Fire Plans), policies, and ordinances to the extent the project is subject to them. This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
SPR AD-4 Public Notifications for Prescribed Burning At least 3 days (timing to be determined by the Project Owner) prior to the commencement of prescribed burning operations, the project proponent would: 1) post signs along the closest public roadway to the treatment area describing the activity and timing, and requesting persons in the area to contact a designated representative of the project proponent (contact information would be provided with the notice) if they have questions or smoke concerns; 2) publish a public interest notification in a local newspapers or other widely distributed media source describing the activity, timing, and contact information; and 3) send the local county supervisor and county administrative officer (or equivalent official responsible for distribution of public information) a notification letter describing the activity, its necessity, timing, and measures being taken to protect the environment and prevent prescribed burn escape. This SPR applies only to prescribed burn treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior At least 3 days prior to prescribed burn treatment activities	The City of Pleasanton	The City of Pleasanton
SPR AD-5 Maintain Site Cleanliness If trash receptacles are used on-site, the project proponent would use fully covered trash receptacles with secure lids (wildlife proof) to contain all food, food scraps, food wrappers, beverages, and other worker generated miscellaneous trash. Remove all temporary non-biodegradable flagging, trash, debris, and barriers from the Project site upon completion of project activities. This SPR applies to all treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior to, during, and following treatment	The City of Pleasanton	The City of Pleasanton
SPR AD-6 Public Notifications for Treatment Projects	Initial Treatment: Y	1–3 days prior to treatment activities	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
One to three days prior to the commencement of a treatment activity, the project proponent would post signs in a conspicuous location near the treatment area describing the activity and timing and requesting persons in the area to contact a designated representative of the project proponent (contact information would be provided with the notice) if they have questions or concerns. This SPR applies to all treatment activities and all treatment types, including treatment maintenance. Prescribed burning is subject to the additional notification requirements of SPR AD-4.	Treatment Maintenance: Y			
SPR AD-7 Provide Information on Proposed, Approved, and Completed Treatment Projects For any vegetation treatment project using the CalVTP PEIR for CEQA compliance, the project proponent would provide the information listed below to the Board of Forestry or CAL FIRE during the proposed, approved, and completed stages of the project. The Board or CAL FIRE would make this information available to the public via an online database or other mechanism. Information on proposed Projects (PSA in progress): • Geographic Information Systems (GIS) data that include project location (as a point) • Project size (typically acres) • Treatment types and activities; and • Contact information for a representative of the project proponent The project proponent would provide information on the proposed project to the Board or CAL FIRE as early as feasible in the planning phase. The project proponent would provide this information to the Board or CAL FIRE with sufficient lead time to allow those agencies to make the information available to the public no later than 2 weeks prior to project approval. The project proponent may also make information available to the public via other mechanisms (e.g., the proponent's own website). Information on approved projects (PSA complete):	Initial Treatment: Y Treatment Maintenance: Y	Prior, during, post	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

• A completed PSA Environmental Checklist
• A completed MMRP (using Attachment A to the Environmental Checklist)
• GIS data that include a polygon(s) of the Project area, showing the extent of each treatment type included in the project (ecological restoration, fuel break, WUI fuel reduction)
 	
Information on completed projects:
 	
• GIS data that include a polygon(s) of the treated area, showing the extent of each treatment type implemented (ecological restoration, fuel break, WUI fuel reduction)
• A post-project implementation report (referred to by CAL FIRE as a Completion Report) that includes:
  ○ Size of treated area (typically acres)
  ○ Treatment types and activities
  ○ Dates of work;
  ○ A list of the SPRs and mitigation measures that were implemented; and
  ○ Any explanations regarding implementation if required by SPRs and mitigation measures (e.g., explanation for feasibility determination required by SPR BIO-12; explanation for reduction of a no-disturbance buffer below the general minimum size described in MMs BIO-1a and BIO-2b)
 	
This SPR applies to all treatment activities and all treatment types, including treatment maintenance.				

SPR AD-8 Request Access for Post-Treatment Assessment	Initial Treatment: Y Treatment Maintenance: Y	Annually	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
For CAL FIRE projects, during contract development, CAL FIRE would include access to the treated area over a prescribed period (usually up to 3 years) to assess treatment effectiveness in achieving desired fuel conditions and other CalVTP objectives as well as any necessary maintenance, as a contract term for consideration by the landowner. For public landowners, access to the treated area over a prescribed period would be a requirement of the executed contract. This SPR applies to all treatment activities and all treatment types, including treatment maintenance.				
SPR AD-9: Obtain a Coastal Development Permit for Proposed Treatment Within the Coastal Zone Where Required When planning a treatment project within the Coastal Zone, the project proponent would contact the local Coastal Commission district office, or applicable local government to determine if the Project area is within the jurisdiction of the Coastal Commission, a local government with a certified Local Coastal Program (LCP), or both. All treatment projects in the Coastal Zone would be reviewed by the local Coastal Commission district office or local government with a certified LCP (in consultation with the local Coastal Commission district office regarding whether a Coastal Development Permit [CDP] is required). If a CDP is required, the treatment project would be designed to meet the following conditions: i. The treatment project would be designed in compliance with applicable provisions of the Coastal Act that provide substantive performance standards for the protection of potentially affected coastal resources, if the treatment activity would occur within the original jurisdiction of the Commission or an area of a local coastal government without a certified LCP; and ii. The treatment project would be designed in compliance with the applicable provisions of the certified LCP, specifically the substantive performance standards for the protection of potentially affected coastal resources, if the treatment activity would occur within the jurisdiction of a local coastal government with a certified LCP.	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
This SPR applies to all treatment activities and all treatment types, including treatment maintenance.				
Aesthetic and Visual Resource Standard Project Requirements				
SPR AES-1 Vegetation Thinning and Edge Feathering The project proponent would thin and feather adjacent vegetation to break up or screen linear edges of the clearing and mimic forms of natural clearings as reasonable or appropriate for vegetation conditions. In general, thinning and feathering in irregular patches of varying densities, as well as a gradation of tall to short vegetation at the clearing edge, would achieve a natural transitional appearance. The contrast of a distinct clearing edge would be faded into this transitional band. This SPR only applies to mechanical and manual treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR AES-2 Avoid Staging within Viewsheds The project proponent would store all treatment-related materials, including vehicles, vegetation treatment debris, and equipment, outside of the viewshed of public trails, parks, recreation areas, and roadways to the extent feasible. The project proponent would also locate materials staging and storage areas outside of the viewshed of public trails, parks, recreation areas, and roadways to the extent feasible. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR AES-3 Provide Vegetation Screening The project proponent would preserve sufficient vegetation within, at the edge of, or adjacent to treatment areas to screen views from public trails, parks, recreation areas, and roadways as reasonable or appropriate for vegetation conditions. This SPR applies to all treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior, during	The City of Pleasanton	The City of Pleasanton
Air Quality Standard Project Requirements				
SPR AQ-1 Comply with Air Quality Regulations	Initial Treatment: Y	During	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would comply with the applicable air quality requirements of air districts within whose jurisdiction the project is located. This SPR applies to all treatment activities and all treatment types, including treatment maintenance.	Treatment Maintenance: Y			
SPR AQ-2 Submit Smoke Management Plan The project proponent would submit a smoke management plan for all prescribed burns to the applicable air district, in accordance with 17 CCR Section 80160. Pursuant to this regulation, a smoke management plan would not be required for burns less than 10 acres that also would not be conducted near smoke sensitive areas, unless otherwise directed by the air district. Burning would only be conducted in compliance with the burn authorization program of the applicable air district(s) having jurisdiction over the treatment area. Example of a smoke management plan is in Appendix PD-2. This SPR applies only to prescribed burning treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior	The City of Pleasanton	The City of Pleasanton
SPR AQ-3 Create Burn Plan The project proponent would create a Burn Plan using the CAL FIRE Burn Plan template for all prescribed burns. The Burn Plan would include a fire behavior model output of First Order Fire Effects Model and BEHAVE or other fire behavior modeling simulation and that is performed by a qualified fire behavior technical specialist that predicts fire behavior, calculates consumption of fuels, tree mortality, predicted emissions, greenhouse gas emissions, and soil heating. The project proponent would minimize soil burn severity from broadcast burning to reduce the potential for runoff and soil erosion. The Burn Plan would be created with input from a qualified technician or certified State burn boss. This SPR applies only to prescribed burning treatment activities and all treatment types, including treatment maintenance. *Project-Specific Measures*	Initial Treatment: Y Treatment Maintenance: Y	Prior	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
No fire ignition (nor use of associated accelerants) would occur within 50 feet of listed plants, riparian habitat or aquatic features, or any identified sensitive species or habitat. *In habitat suitable for Alameda whipsnake suitable winter retreats (e.g., within native scrub habitat, rock outcrops within approximately 50 feet of scrub habitat), as determined by a qualified biologist, prescribed burning would not occur between approximately November 1 and March 31 (as determined by a qualified biologist based on temperature and weather conditions) in order to avoid potential disturbance of hibernating Alameda whipsnake.* *Prescribed burning and pile burning would be restricted to when temperatures are conducive to Alameda whipsnake movement, which is typically when soil surface temperatures reach 66 °F (19 °C; Hammerson 1979).*				

SPR AQ-4 Minimize Dust
 	
To minimize dust during treatment activities, the project proponent would implement the following measures:
• Limit the speed of vehicles and equipment traveling on unpaved areas to 15 miles per hour to reduce fugitive dust emissions, in accordance with the CARB Fugitive Dust protocol
• If road use creates excessive dust, the project proponent would wet appurtenant, unpaved, dirt roads using water trucks or treat roads with a non-toxic chemical dust suppressant (e.g., emulsion polymers, organic material) during dry, dusty conditions
  ○ Any dust suppressant product used would be environmentally benign (i.e., non-toxic to plants and would not negatively impact water quality), and its use would not be prohibited by CARB, EPA, or the SWRCB.
  ○ The project proponent would not over-water exposed areas such that the water results in runoff
	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton/ Contractor	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ The type of dust suppression method would be selected by the project proponent based on soil, traffic, site-specific conditions, and air quality regulations • Remove visible dust, silt, or mud tracked-out on to public paved roadways where sufficient water supplies and access to water is available ○ The project proponent would remove dust, silt, and mud from vehicles at the conclusion of each workday, or at a minimum of every 24 hours for continuous treatment activities, in accordance with Vehicle Code Section 23113 • Suspend ground-disturbing treatment activities, including land clearing and bulldozer lines, when there is visible dust transport (particulate pollution) outside the treatment boundary, if the particulate emissions may "cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or that endanger the comfort, repose, health, or safety of any of those persons or the public, or that cause, or have a natural tendency to cause, injury or damage to business or property," per Health and Safety Code Section 41700 This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
SPR AQ-6: Prescribed Burn Safety Procedures Prescribed burns planned and managed by non-CAL FIRE crews would follow all safety procedures required of CAL FIRE crew, including the implementation of an approved IAP, which would include the burn dates; burn hours; weather limitations; the specific burn prescription; a communications plan; a medical plan; a traffic plan; and special instructions, such as minimizing smoke impacts to specific local roadways. The IAP would also assign responsibilities for coordination with the appropriate air district, such as conducting on-site briefings, posting notifications, weather monitoring during burning, and other burn related preparations. This SPR applies only to prescribed burning treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During prescribed burn treatment activities	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Archaeological, Historical, and Tribal Cultural Resources Standard Project Requirements				
SPR CUL-1 Conduct Record Search An archaeological and historical resource record search would be conducted per the applicable state or local agency procedures. Instead of conducting a new search, the project proponent may use recent record searches containing the treatment area requested by a landowner or other public agency in accordance applicable agency guidance. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: N	Prior	The City of Pleasanton	The City of Pleasanton
SPR CUL-2 Contact Geographically Affiliated Native American Tribes The project proponent would obtain the latest NAHC-provided Native Americans Contact List. Using the appropriate Native Americans Contact List, the project proponent would notify the California Native American Tribes in the counties where the treatment activity is located. The notification would contain the following: • A written description of the treatment location and boundaries • Brief narrative of the treatment objectives • A description of the activities used (e.g., prescribed burning, mastication) and associated acreages • A map of the treatment area at a sufficient scale to indicate the spatial extent of activities • A request for information regarding potential impacts to cultural resources from the proposed treatment A detailed description of the depth of excavation, if ground disturbance is expected. In addition, the project proponent would contact the NAHC for a review of their Sacred Lands File. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: N	Prior	The City of Pleasanton	The City of Pleasanton
SPR-CUL-3 Pre-field Research	Initial Treatment: Y	Prior	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would conduct research prior to implementing treatments as part of the cultural resource investigation. The purpose of this research is to properly inform survey design, based on the types of resources likely to be encountered within the treatment area, and to be prepared to interpret, record, and evaluate these findings within the context of local history and prehistory. The qualified archaeologist and/or archaeologically trained resource professional would review records; study maps; read pertinent ethnographic, archaeological, and historical literature specific to the area being studied; and conduct other tasks to maximize the effectiveness of the survey. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Treatment Maintenance: N			
SPR CUL-4 Archaeological Surveys The project proponent would coordinate with an archaeologically trained resource professional and/or qualified archaeologist to conduct a site-specific survey of the treatment area. The survey methodology (e.g., pedestrian survey, subsurface investigation) depends on whether the area has a low, moderate, or high sensitivity for resources, which is based on whether the records search, pre-field research, and/or Native American consultation identifies archaeological or historical resources near or within the treatment area. A survey report would be completed for every cultural resource survey completed. The specific requirements would comply with the applicable state or local agency procedures. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: N	Prior	The City of Pleasanton	The City of Pleasanton
SPR CUL-5 Treatment of Archaeological Resources	Initial Treatment: Y Treatment Maintenance: Y	Prior, during	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If cultural resources are identified within a treatment area and cannot be avoided, a qualified archaeologist will notify the culturally affiliated Tribe(s) based on information provided by NAHC and assess whether an archaeological find qualifies as a unique archaeological resource, a historical resource, or, in coordination with said Tribe(s), as a Tribal cultural resource. The project proponent, in consultation with culturally affiliated Tribe(s), will develop effective protection measures for important cultural resources located within treatment areas. These measures may include adjusting the treatment location or design to entirely avoid cultural resource locations or changing treatment activities so that damaging effects to cultural resources will not occur. These protection measures will be written in clear, enforceable language, and will be included in the survey report in accordance with applicable state or local agency procedures. This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
SPR CUL-6 Treatment of Tribal Cultural Resources The project proponent, in consultation with the culturally affiliated Tribe(s), would develop effective protection measures for important Tribal cultural resources located within treatment areas. These measures may include adjusting the treatment location or design to entirely avoid cultural resource locations or changing treatment activities so that damaging effects to cultural resources would not occur. The project proponent would provide the Tribe(s) the opportunity to submit comments and participate in consultation to resolve issues of concern. The project proponent would defer implementing the treatment until the tribe approves protection measures, or if agreement cannot be reached after a good-faith effort, the proponent determines that any or all feasible measures have been implemented, where feasible, and the resource is either avoided or protected. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior, during	The City of Pleasanton	The City of Pleasanton
SPR CUL-7 Avoid Built Historical Resources	Initial Treatment: Y	Prior, during	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If the records search identifies built historical resources, as defined in Section 15064.5 of the State CEQA Guidelines, the project proponent would avoid these resources. Within a buffer of 100 feet of the built historical resource, there would be no prescribed burning or mechanical treatment activities Buffers less than 100 feet for built historical resources would only be used after consultation with and receipt of written approval from a qualified archaeologist. If the records search does not identify known historical resources in the treatment area, but structures (i.e., buildings, bridges, roadways) over 50 years old that have not been evaluated for historic significance are present in the treatment area, they would similarly be avoided. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Treatment Maintenance: Y			
SPR CUL-8 Cultural Resource Training The project proponent would train all crew members and contractors implementing treatment activities on the protection of sensitive archaeological, historical, or Tribal cultural resources. Workers would be trained to halt work if archaeological resources are encountered on a treatment site and the treatment method consists of physical disturbance of land surfaces (e.g., soil disturbance). This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment	The City of Pleasanton	The City of Pleasanton
Biological Resources Standard Project Requirements				
SPR BIO-1 Review and Survey Project-Specific Biological Resources	Initial Treatment: Y Treatment Maintenance: Y	Prior to treatment and treatment maintenance Initial data review and reconnaissance-level survey are complete (Attachment B)	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would require a qualified RPF or biologist to conduct a data review and reconnaissance-level survey prior to treatment, no more than one year prior to the submittal of the PSA, and no more than one year between completion of the PSA and implementation of the treatment project. The data reviewed would include the biological resources setting, species and sensitive natural communities tables, and habitat information in this PEIR for the ecoregion(s) where the treatment would occur. It would also include review of the best available, current data for the area, including vegetation mapping data, species distribution/range information, the CNDDB, the CNPS Inventory of Rare and Endangered Plants of California, relevant BIOS queries, and relevant general and regional plans. Reconnaissance-level biological surveys would be general surveys that include visual and auditory inspection for biological resources to help determine the environmental setting of a Project site. The qualified surveyor would identify and document sensitive resources, such as riparian or other sensitive habitats, sensitive natural community, wetlands, or wildlife nursery site or habitat (including bird nests) and assess the suitability of habitat for special-status plant and animal species. The surveyor would also record any incidental wildlife observations. For each treatment project, habitat assessments would be completed at a time of year that is appropriate for identifying habitat and no more than one year prior to the submittal of the PSA, unless it can be demonstrated in the PSA that habitat assessments older than one year remain valid (e.g., site conditions are unchanged, and no treatment activity has occurred since the assessment). If more than one year passes between completion of the PSA and initiation of the treatment project, the project proponent would verify the continued accuracy of the PSA prior to beginning the treatment project by reviewing for any data updates and/or visiting the site to verify conditions. Based on the results of the data review and reconnaissance-level survey, the project proponent, in consultation with a qualified RPF or biologist, would determine which one of the following best characterizes the treatment:				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
1. **Suitable Habitat Is Present but Adverse Effects Can Be Clearly Avoided**. If, based on the data review and reconnaissance-level survey, the qualified RPF or biologist determines that suitable habitat for sensitive biological resources is present but adverse effects on the suitable habitat can clearly be avoided through one of the following methods, the avoidance mechanism would be implemented prior to initiating treatment and would remain in effect throughout the treatment: a. By physically avoiding the suitable habitat, or b. By conducting treatment outside of the season when a sensitive resource could be present within the suitable habitat or outside the season of sensitivity (e.g., outside of special-status bird nesting season, during dormant season of sensitive annual or geophytic plant species, or outside of maternity and rearing season at wildlife nursery sites). Physical avoidance would include flagging, fencing, stakes, or clear existing landscape demarcations (e.g., edge of a roadway) to delineate the boundary of the avoidance area around the suitable habitat. For physical avoidance, a buffer may be implemented as determined necessary by the qualified RPF or biologist.	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
2. Suitable Habitat Is Present and Adverse Effects Cannot Be Clearly Avoided. Further review and surveys would be conducted to determine presence/absence of sensitive biological resources that may be affected, as described in the SPRs below. Further review may include contacting USFWS, National Oceanic and Atmospheric Administration (NOAA) Fisheries, CDFW, CNPS, or local resource agencies as necessary to determine the potential for special-status species or other sensitive biological resources to be affected by the treatment activity. Focused or protocol-level surveys would be conducted as necessary to determine presence/absence. If protocol surveys are conducted, survey procedures would adhere to methodologies approved by resource agencies and the scientific community, such as those that are available on the CDFW webpage at: https://www.wildlife.ca.gov/Conservation/Survey-Protocols. Specific survey requirements are addressed for each resource type in relevant SPRs (e.g., additional survey requirements are presented for special-status plants in SPR BIO-7). This SPR applies to all treatment activities and treatment types, including treatment maintenance. *Project-Specific Measures* *A qualified RPF or biologist would conduct a pre-treatment survey to identify, map, and flag any sensitive plants or vegetative communities for avoidance or follow-up surveys if needed. The surveys would be conducted when weather conditions and timeframes are suitable for the detection of sensitive resources. No work would occur in the work area until the area has been adequately surveyed and assessed for sensitive resources.*				
SPR BIO-2: Require Biological Resource Training for Workers	Initial Treatment: Y Treatment Maintenance: Y	Prior to treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would require crew members and contractors to receive training from a qualified RPF or biologist prior to beginning a treatment project. The training would describe the appropriate work practices necessary to effectively implement the biological SPRs and mitigation measures and to comply with the applicable environmental laws and regulations. The training would include the identification, relevant life history information, and avoidance of pertinent special-status species; identification and avoidance of sensitive natural communities and habitats with the potential to occur in the treatment area; impact minimization procedures; and reporting requirements. The training would instruct workers when it is appropriate to stop work and allow wildlife encountered during treatment activities to leave the area unharmed and when it is necessary to report encounters to a qualified RPF, biologist, or biological technician. The qualified RPF, biologist, or biological technician would immediately contact CDFW or USFWS, as appropriate, if any wildlife protected by CESA or ESA is encountered and cannot leave the site on its own (without being handled). This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
Sensitive Natural Communities and Other Sensitive Habitats				
SPR BIO-3: Survey Sensitive Natural Communities and Other Sensitive Habitats If SPR BIO-1 determines that sensitive natural communities or sensitive habitats may be present and adverse effects cannot be avoided, the project proponent would: • Require a qualified RPF or biologist to perform a protocol-level survey following the most current CDFW protocols (CDFW 2023a) of the treatment area prior to the start of treatment activities for sensitive natural communities and sensitive habitats ○ Sensitive natural communities would be identified using the best means possible, including keying them out using the most current edition of *A Manual of California Vegetation* (including updated natural communities data; CNPS 2023) or referring to relevant reports (e.g., reports found on the Vegetation Classification and Mapping Program website)	Initial Treatment: Y Treatment Maintenance: Y	Prior to treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
• Map and digitally record, using a Global Positioning System unit, the limits of any potential sensitive habitat and sensitive natural community identified in the treatment area This SPR applies to all treatment activities and treatment types, including treatment maintenance. *Project-Specific Measures* *If any rare plant populations are found, location, quantity and description would be reported to the CNDDB. Any in-field methods of identification that would require handling would follow proper permitting and protocols.* *Work in Alameda whipsnake scrub habitat will be restricted to hand tools only, and vegetation removal will include dead, woody branches, and invasive plants. The nature of shaded fuel break work will not change the habitat functions of dispersal and foraging of species occurring within, including Alameda whipsnake. In habitat suitable for Alameda whipsnake suitable winter retreats (e.g., within native scrub habitat, rock outcrops within approximately 50 feet of scrub habitat), as determined by a qualified RPF or biologist, prescribed burning would not occur between approximately November 1 and March 31 (as determined by a qualified biologist based on temperature and weather conditions) in order to avoid potential disturbance of hibernating Alameda whipsnake. Prescribed burning and pile burning would be restricted to when temperatures are conducive to AWS movement, which is typically when soil surface temperatures reach 66°F (19°C; Hammerson 1979).*				
SPR BIO-4: Design Treatment to Avoid Loss or Degradation of Riparian Habitat Function Project proponents, in consultation with a qualified RPF or biologist, would design treatments in riparian habitats to retain or improve habitat functions by implementing the following within riparian habitats: • Retain at least 75 percent of the overstory and 50 percent of the understory canopy of native riparian vegetation within the limits of	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
riparian habitat identified and mapped during surveys conducted pursuant to SPR BIO-3 ○ Native riparian vegetation would be retained in a well distributed multi-storied stand composed of a diversity of species similar to that found before the start of treatment activities • Treatments would be limited to removal of uncharacteristic fuel loads (e.g., removing dead or dying vegetation), trimming/limbing of woody species as necessary to reduce ladder fuels, and select thinning of vegetation to restore densities that are characteristic of healthy stands of the riparian vegetation types characteristic of the region ○ This includes hand removal (or mechanized removal where topography allows) of dead or dying riparian trees and shrubs, invasive plant removal, selective thinning, and removal of encroaching upland species • Removal of large, native riparian hardwood trees (e.g., willow, ash, maple, oak, alder, sycamore, cottonwood) would be minimized to the extent feasible, and 75 percent of the pretreatment native riparian hardwood tree canopy would be retained ○ Because tree size varies depending on vegetation type present and site conditions, the tree size retention parameter would be determined on a site-specific basis depending on vegetation type present and setting; however, live, healthy, native trees that are considered large for that type of tree and large relative to other trees in that location would be retained ○ A scientifically based, project-specific explanation substantiating the retention size parameter for native riparian hardwood tree removal would be provided in the Biological Resources Discussion of the PSA ○ Consideration of factors such as site hydrology, erosion potential, suitability of wildlife habitat, presence of sufficient	Treatment will avoid riparian habitat by a minimum 50-foot buffer			

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
seed trees, light availability, and changes in stream shading may inform the tree size retention requirements • Removed trees would be felled away from adjacent streams or waterbodies and piled outside of the riparian vegetation zone (unless there is an ecological reason to do otherwise that is approved by applicable regulatory agencies, such as adding large woody material to a stream to enhance fish habitat [e.g., see NMFS et al. 2018]) • Vegetation removal that could reduce stream shading and increase stream temperatures would be avoided • Ground disturbance within riparian habitats would be limited to the minimum necessary to implement effective treatments ○ This would consist of the minimum disturbance area necessary to reduce hazardous fuels and return the riparian community to a natural fire regime (i.e., Condition Class 1) considering historic fire return intervals, climate change, and land use constraints • Only hand application of herbicides approved for use in aquatic environments would be allowed and only during low-flow periods or when seasonal streams are dry • The project proponent would notify CDFW when required by California Fish and Game Code Section 1602 prior to implementing any treatment activities in riparian habitats ○ Notification would identify the treatment activities, map the vegetation to be removed, identify the impact avoidance identification methods to be used (e.g., flagging), and appropriate protections for the retention of shaded riverine habitat, including buffers and other applicable measures to prevent erosion into the waterway • In consideration of spatial variability of riparian vegetation types and condition and consistent with California Forest Practice Rules Section 916.9(v) (February 2019 version; CAL FIRE 2019), a different set of vegetation retention standards and protection measures from those				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
specified in the above bullets may be implemented on a site-specific basis if the qualified RPF and the project proponent demonstrate through substantial evidence that alternative design measures provide a more effective means of achieving the treatment goals objectives and would result in effects to the Beneficial Functions of Riparian Zones equal or more favorable than those expected to result from application of the above measures ○ Deviation from the above design specifications, different protection measures, and design standards would only be approved when the treatment plan incorporates an evaluation of beneficial functions of the riparian habitat and with written concurrence from CDFW This SPR applies to all treatment activities and treatment types, including treatment maintenance.				

SPR BIO-5: Avoid Environmental Effects of Type Conversion and Maintain Habitat Function in Chaparral and Coastal Sage Scrub
 	
The project proponent would design treatment activities to avoid type conversion where native coastal sage scrub and chaparral are present. An ecological definition of type conversion is used in the CalVTP PEIR for assessment of environmental effects: a change from a vegetation type dominated by native shrub species that are characteristic of chaparral and coastal sage scrub vegetation alliances to a vegetation type characterized predominantly by weedy herbaceous cover or annual grasslands. For the PEIR, type conversion is considered in terms of habitat function, which is defined here as the arrangement and capability of habitat features to provide refuge, food source, and reproduction habitat to plants and animals, and thereby contribute to the conservation of biological and genetic diversity and evolutionary processes (de Groot et al. 2002). Some modification of habitat characteristics may occur, provided habitat function is maintained (i.e., the location, essential habitat features, and species supported are not substantially changed).
 	
During the reconnaissance-level survey required in SPR BIO-1, a qualified RPF or biologist would identify chaparral and coastal sage scrub vegetation to the alliance level and determine the condition class and fire return interval departure of the chaparral and/or coastal sage scrub present in each treatment area.
 	
For all treatment types in chaparral and coastal sage scrub, the project proponent, in consultation with a qualified RPF or biologist would:
 	
• Develop a treatment design that avoids environmental effects of type conversion in chaparral and coastal sage scrub vegetation alliances, which would include evaluating and determining the appropriate spatial scale at which the proponent would consider type conversion and substantiating its appropriateness
  ○ The project proponent would demonstrate with substantial evidence that the habitat function of chaparral and coastal sage scrub would be at least maintained within the identified spatial scale at which type conversion is evaluated for the specific treatment project
  ○ Consideration of factors such as site hydrology, erosion potential, suitability of wildlife habitat, spatial needs of
	Initial Treatment: N
	Treatment Maintenance: N
		N/A	N/A	N/A

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
sensitive species, presence of sufficient seed plants and nurse plants, light availability, and edge effects may inform the determination of an appropriate spatial scale • The treatment design would maintain a minimum percent cover of mature native shrubs within the treatment area to maintain habitat function; the appropriate percent cover would be identified by the project proponent in the development of treatment design and be specific to the vegetation alliances that are present in the identified spatial scale used to evaluate type conversion ○ Mature native shrubs that are retained would be distributed contiguously or in patches within the stand ○ If the stand consists of multiple age classes, patches representing a range of middle to old age classes would be retained to maintain and improve heterogeneity, to the extent needed to avoid type conversion These SPR requirements apply to all treatment activities and all treatment types, including treatment maintenance. Additional measures would be applied to ecological restoration treatment types: • For ecological restoration treatment types, complete removal of the mature shrub layer would not occur in native chaparral and coastal sage scrub vegetation types • Ecological restoration treatments would not be implemented in vegetation types that are within their natural fire return interval (i.e., time since last burn is less than the average time listed as the fire return interval range in Table 3.6-1) unless the project proponent demonstrates with substantial evidence that the habitat function of chaparral and coastal sage scrub would be improved • A minimum of 35 percent relative cover of existing shrubs and associated native vegetation would be retained at existing densities in patches distributed in a mosaic pattern within the treated area, or the shrub canopy would be thinned by no more than 20 percent from				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
baseline density (e.g., if baseline shrub canopy density is 60 percent, post treatment shrub canopy density would be no less than 40 percent) ○ A different percent relative cover can be retained if the project proponent demonstrates with substantial evidence that alternative treatment design measures would result in effects on the habitat function of chaparral and coastal sage scrub that are equal or more favorable than those expected to result from application of the above measures ○ Biological considerations that may inform a deviation from the minimum 35 percent relative cover retention include but are not limited to soil moisture requirements, increased soil temperatures, changes in light/shading, presence of sufficient seed plants and nurse plants, erosion potential, and site hydrology • If the stand within the treatment area consists of multiple age classes, patches representing a range of middle to old age classes would be retained to maintain and improve heterogeneity These SPR requirements apply to all treatment activities and only the ecosystem restoration treatment type, including treatment maintenance. A determination of compliance with the SB 1260 prohibition of type conversion in chaparral and coastal sage scrub is a statutory issue separate from CEQA compliance that may involve factors additional to the ecological definition and habitat functions presented in the PEIR, such as geographic context. It is beyond the legal scope of the PEIR to define SB 1260 type conversion and statutory compliance. The project proponent, acting as lead agency for the proposed later treatment project, would be responsible for defining type conversion in the context of the project and making the finding that type conversion would not occur, as required by SB 1260. The project proponent would determine its criteria for defining and avoiding type conversion and, in making its findings, may draw upon information presented in this PEIR.				

SPR BIO-6: Prevent Spread of Plant Pathogens When working in sensitive natural communities, riparian habitats, or oak woodlands that are at risk from plant pathogens (e.g., Ione chaparral, blue oak woodland), the project proponent would implement the following BMPs to prevent the spread of *Phytophthora* and other plant pathogens (e.g., pitch canker, goldspotted oak borer, shot hole borer, bark beetle): • Clean and sanitize vehicles, equipment, tools, footwear, and clothes before arriving at a treatment site and when leaving a contaminated site, or a site in a county where contamination is a risk; • Include training on *Phytophthora* diseases and other plant pathogens in the worker awareness training; • Minimize soil disturbance as much as possible by limiting the number of vehicles, avoiding off-road travel as much as possible, and limiting use of mechanized equipment • Minimize movement of soil and plant material within the site, especially between areas with high and low risk of contamination • Clean soil and debris from equipment and sanitize hand tools, buckets, gloves, and footwear when moving from high-risk to low-risk areas or between widely separated portions of a treatment area; and • Follow the procedures listed in Guidance for plant pathogen prevention when working at contaminated restoration-sites or with rare plants and sensitive habitat (UC Cooperative Extension et al. 2016) This SPR applies to all treatment activities and treatment types, including treatment maintenance. *Project-Specific Measures* *To contain the spread of* Phytophthora ramorum*, crews would minimize the movement of soil and leaf litter under and around infected trees. Boots, treads, and equipment such as saws, shovels, hoes, and other tools would be scrubbed free of soil and debris that come from infected sites. All reasonable methods to sanitize shoes and equipment would be used in areas with susceptible species, both before and after work in those areas. These methods would include disinfecting material with 10 percent bleach, Lysol, or 70 percent isopropyl alcohol after the surface has been scrubbed free of debris with bristle brushes.*	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Any material suspected of being infected must stay in the area, as close to the origin point as possible. Generally, removal of P. ramorum*-infected or killed oak trees is only necessary if the tree is considered hazardous in a park setting. When infected oaks are cut down and left on-site, the branches would be chipped and cut and split, if possible, to reduce fire hazard and facilitate decomposition. If chipping is not possible, material would be lopped and scattered downslope and away from host species to reduce fire hazard and further spread. When debris may not be left, infested material would be disposed of at an approved and permitted dump facility.*				
Special-Status Plants				
SPR BIO-7: Survey for Special-Status Plants If SPR BIO-1 determines that suitable habitat for special-status plant species is present and cannot be avoided, the project proponent would require a qualified RPF or botanist to conduct protocol-level surveys for special-status plant species with the potential to be affected by a treatment prior to initiation of the treatment. The survey would follow the surveying and evaluation methods for special-status plants and sensitive natural communities (CDFW 2018). Surveys to determine the presence or absence of special-status plant species would be conducted in suitable habitat that could be affected by the treatment and timed to coincide with the blooming or other appropriate phenological period of the target species (as determined by a qualified RPF or botanist), or all species in the same genus as the target species would be assumed to be special-status. If potentially occurring special-status plants are listed under CESA or ESA, protocol-level surveys to determine presence/absence of the listed species would be conducted in all circumstances, unless determined otherwise by CDFW or USFWS. For other special-status plants not listed under CESA or ESA, as defined in Section 3.6.1 of this PEIR, surveys would not be required under the following circumstances:	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
• If protocol-level surveys, consisting of at least two survey visits (e.g., early blooming season and later blooming season) during a normal weather year, have been completed in the 5 years before implementation of the treatment project and no special-status plants were found, and no treatment activity has occurred following the protocol-level survey, treatment may proceed without additional plant surveys • If the target special-status plant species is an herbaceous annual, stump-sprouting, or geophyte species, the treatment may be carried out during the dormant season for that species or when the species has completed its annual lifecycle without conducting presence/absence surveys, provided the treatment would not alter habitat or destroy seeds, stumps, or roots, rhizomes, bulbs and other underground parts in a way that would make it unsuitable for the target species to reestablish following treatment This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
Environmentally Sensitive Habitat Areas				
SPR BIO-8: Identify and Avoid or Minimize Impacts in Coastal Zone ESHAs When planning a treatment project within the Coastal Zone, the project proponent would, in consultation with the Coastal Commission or a local government with a certified LCP (as applicable), identify the habitat types and species present to determine if the area qualifies as an Environmentally Sensitive Habitat Area (ESHA). If the area is an ESHA, the treatment project may be allowed pursuant to this PEIR, if it meets the following conditions. If a project requires a CDP by the Coastal Commission or a local government with a certified LCP (as applicable), the CDP approval may require modification to these conditions to further avoid and minimize impacts: • The treatment would be designed, in compliance with the Coastal Act or LCP if a site is within a certified LCP area, to protect the habitat function	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
of the affected ESHA, protect habitat values, and prevent loss or type conversion of habitat and vegetation types that define the ESHA, or loss of special-status species that inhabit the ESHA • Treatment actions would be limited to eradication or control of invasive plants, removal of uncharacteristic fuel loads (e.g., removing dead, diseased, or dying vegetation), trimming/limbing of woody species as necessary to reduce ladder fuels, and select thinning of vegetation to restore densities that are characteristic of healthy stands of the vegetation types present in the ESHA • A qualified biologist or RPF familiar with the ecology of the treatment area would monitor all treatment activities in ESHAs • Appropriate no-disturbance buffers would be developed in compliance with the Coastal Act or relevant LCP policies for treatment activities in the vicinity of ESHAs to avoid adverse direct and indirect effects to ESHAs This SPR applies to all treatment activities and all treatment types, including treatment maintenance. *Project-Specific Measures* *To avoid impacts to sensitive natural communities, focused botanical surveys would be performed (MM BIO-1a and MM BIO-1b). If these communities are identified, they would be recorded using a GPS and mapped. No Project-related ground disturbance would occur within 50 feet of these sensitive natural communities (MM BIO-3a).*				
Invasive Plants and Wildlife				
SPR BIO-9: Prevent Spread of Invasive Plants, Noxious Weeds, and Invasive Wildlife The project proponent would take the following actions to prevent the spread of invasive plants, noxious weeds, and invasive wildlife (e.g., New Zealand mudsnail):	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

• Clean clothing, footwear, and equipment used during treatments of soil, seeds, vegetative matter, other debris or seed-bearing material, or water (e.g., rivers, streams, creeks, lakes) before entering the treatment area or when leaving an area with infestations of invasive plants, noxious weeds, or invasive wildlife
• For all heavy equipment and vehicles traveling off road, pressure wash, if feasible, or otherwise appropriately decontaminate equipment at a designated weed-cleaning station prior to entering the treatment area from an area with infestations of invasive plants, noxious weeds, or invasive wildlife
  ○ Anti-fungal wash agents would be specified if the equipment has been exposed to any pathogen that could affect native species
• Inspect all heavy equipment, vehicles, tools, or other treatment-related materials for sand, mud, or other signs that weed seeds or propagules could be present prior to use in the treatment area
  ○ If the equipment is not clean, the qualified RPF or biological technician would deny entry to the work areas
• Stage equipment in areas free of invasive plant infestations unless there are no uninfested areas present within a reasonable proximity to the treatment area
• Identify significant infestations of invasive plant species (i.e., those rated as invasive by Cal-IPC or designated as noxious weeds by California Department of Food and Agriculture) during reconnaissance-level surveys and target them for removal during treatment activities
  ○ Treatment methods would be selected based on the invasive species present; and may include herbicide application, manual or mechanical treatments, prescribed burning, and/or herbivory; and would be designed to maximize success in killing or removing the invasive plants and preventing reestablishment based on the life history characteristics of the invasive plant species present				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ Treatments would be focused on removing invasive plant species that cause ecological harm to native vegetation types, especially those that can alter fire cycles • Treat invasive plant biomass on-site to eliminate seeds and propagules and prevent reestablishment or dispose of invasive plant biomass offsite at an appropriate waste collection facility (if not kept on-site); transport invasive plant materials in a closed container or bag to prevent the spread of propagules during transport; and • Implement Fire and Fuel Management BMPs outlined in Cal-IPC manual (Cal-IPC 2012 or current version) This SPR applies to all treatment activities and treatment types, including treatment maintenance. *Project-Specific Measures* *Control of invasive plants and noxious weeds would follow the recommendations given by the Cal-IPC and the most updated scientific methods. When working in areas with broom, starthistle, or other invasive plants, crews would ensure equipment is cleaned of all soil, mud, and debris before departing the site. Whenever possible, crews and equipment would remain on paved, rocked, and well-traveled trails and would avoid cross-country travel. Mud, soil, and organic debris must be removed from equipment, treads, and boots before moving between work sites, with removed soil being left at its original location. Crews can remove soil and vegetative debris by brushing and blowing, followed by water or sanitizing solution if necessary. If water is used, crews would ensure that no erosion occurs, and no waterways are contaminated.*				
Wildlife				
SPR BIO-10: Survey for Special-Status Wildlife and Nursery Sites	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If SPR BIO-1 determines that suitable habitat for special-status wildlife species or nurseries of any wildlife species is present and cannot be avoided, the project proponent would require a qualified RPF or biologist to conduct focused or protocol-level surveys for special-status wildlife species or nursery sites (e.g., bat maternity roosts, deer fawning areas, heron or egret rookeries, monarch overwintering sites) with potential to be directly or indirectly affected by a treatment activity. The survey area would be determined by a qualified RPF or biologist based on the species and habitats and any recommended buffer distances in agency protocols. The qualified RPF or biologist would determine if following an established protocol is required, and the project proponent may consult with CDFW and/or USFWS for technical information regarding appropriate survey protocols. Unless otherwise specified in a protocol, the survey would be conducted no more than 14 days prior to the beginning of treatment activities. Focused or protocol surveys for a special-status species with potential to occur in the treatment area may not be required if presence of the species is assumed. This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
SPR BIO-11. Install Wildlife-Friendly Fencing (Prescribed Herbivory) If temporary fencing is required for prescribed herbivory treatment, a wildlife-friendly fencing design would be used. The project proponent would require a qualified RPF or biologist to review and approve the design before installation to minimize the risk of wildlife entanglement. The fencing design would meet the following standards: • Minimize the chance of wildlife entanglement by avoiding barbed wire, loose or broken wires, or any material that could impale or snag a leaping animal, and, if feasible, keeping electric netting-type fencing electrified at all times or laid down while not in use • Charge temporary electric fencing with intermittent pulse energizers; continuous output fence chargers would not be permitted • Allow wildlife to jump over easily without injury by installing fencing that can flex as animals pass over it and installing the top wire low	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
enough (no more than approximately 40 inches high on flat ground) to allow adult ungulates to jump over it ○ The determination of appropriate fence height would consider slope, as steep slopes are more difficult for wildlife to pass • Be highly visible to birds and mammals by using high-visibility tape or wire, flagging, or other markers This SPR applies only to prescribed herbivory and all treatment types, including treatment maintenance.				
SPR BIO-12. Protect Common Nesting Birds, Including Raptors The project proponent would schedule treatment activities to avoid the active nesting season of common native bird species, including raptors, that could be present within or adjacent to the treatment site, if feasible. Common native birds are species not otherwise treated as special-status in the CalVTP PEIR. The active nesting season would be defined by the qualified RPF or biologist.	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment and treatment maintenance	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If active nesting season avoidance is not feasible, a qualified RPF or biologist would conduct a survey for common nesting birds, including raptors. Existing records (e.g., CNDDB, eBird database, State Wildlife Action Plan) should be reviewed in advance of the survey to identity the common nesting birds, including raptors, that are known to occur in the vicinity of the treatment site. The survey area would encompass reasonably accessible areas of the treatment site and the immediately surrounding vicinity viewable from the treatment site. The survey area would be determined by a qualified RPF or biologist, based on the potential species in the area, location of suitable nesting habitat, and type of treatment. For vegetation removal or project activities that would occur during the nesting season, the survey would be conducted at a time that balances the effectiveness of detecting nests and the reasonable consideration of potential avoidance strategies. Typically, this timeframe would be up to 3 weeks before treatment. The survey would occur in a single survey period of sufficient duration to reasonably detect nesting birds, including raptors, typically 1 day for most treatment projects (depending on the size, configuration, and vegetation density in the treatment site), and conducted during the active time of day for target species, typically close to dawn and/or dusk. The survey may be conducted concurrently with other biological surveys if they are required by other SPRs. Survey methods would be tailored to site and habitat conditions by the qualified RPF or biologist, typically involving walking throughout the survey area, visually searching for nests and birds exhibiting behavior that is typical of breeding (e.g., delivering food). If an active nest is observed (i.e., presence of eggs and/or chicks) or determined to likely be present based on nesting bird behavior, the project proponent would implement a feasible strategy to avoid disturbance of active nests, which may include but is not limited to one or more of the following: • **Establish Buffer**: The project proponent would establish a temporary, species-appropriate buffer around the nest sufficient to reasonably expect that breeding would not be disrupted				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ Treatment activities would be implemented outside of the buffer, the location of which would be determined by a qualified RPF or biologist ○ Factors to be considered for determining buffer location would include presence of natural buffers provided by vegetation or topography, nest height above ground, baseline levels of noise and human activity, species sensitivity, and expected treatment activities ○ Nests of common birds within the buffer need not be monitored during treatment; however, buffers would be maintained until young fledge or the nest becomes inactive, as determined by the qualified RPF, biologist, or biological technician • **Modify Treatment**: The project proponent would modify the treatment in the vicinity of an active nest to avoid disturbance of active nests (e.g., by implementing manual treatment methods, rather than mechanical treatment methods) ○ Treatment modifications would be determined by the project proponent in coordination with the qualified RPF or biologist • **Defer Treatment**: The project proponent would defer the timing of treatment in the portion(s) of the treatment site that could disturb the active nest ○ If this avoidance strategy is implemented, treatment activity would not commence until young fledge or the nest becomes inactive, as determined by the qualified RPF, biologist, or biological technician				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Feasible actions would be taken by the project proponent to avoid loss of common native bird nests. The feasibility of implementing the avoidance strategies would be determined by the project proponent based on whether implementation of this SPR would preclude completing the treatment project within the reasonable period of time necessary to meet CalVTP program objectives, including, but not limited to, protection of vulnerable communities. Considerations may include limitations on the presence of environmental and atmospheric conditions necessary to execute treatment prescriptions (e.g., the limited seasonal windows during which prescribed burning can occur when vegetation moisture, weather, wind, and other physical conditions are suitable). If it is infeasible to avoid loss of common bird nests (not including raptor nests), the project proponent would document the reasons implementation of the avoidance strategies is infeasible in the PSA. After completion of the PSA and prior to or during treatment implementation, if there is any change in the feasibility of avoidance strategies from those explained in the PSA, this would be documented in the post-project implementation report (referred to by CAL FIRE as a Completion Report). The following avoidance strategies may also be considered together with or in lieu of other actions for implementation by a project proponent to avoid disturbance to raptor nests: • **Monitor Active Raptor Nest During Treatment**: A qualified RPF, biologist, or biological technician would monitor an active raptor nest during treatment activities to identify signs of agitation, nest defense, or other behaviors that signal disturbance of the active nest is likely (e.g., standing up from a brooding position, flying off the nest) ○ If breeding raptors are showing signs of nest disturbance, one of the other avoidance strategies (establish buffer, modify treatment, or defer treatment) would be implemented or a pause in the treatment activity would occur until the disturbance behavior ceases				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
• **Retention of Raptor Nest Trees**: Trees with visible raptor nests, whether occupied or not, would be retained This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
Geology, Soils, and Mineral Resource Standard Project Requirements				
SPR GEO-1 Suspend Disturbance during Heavy Precipitation The project proponent would suspend mechanical, prescribed herbivory, and herbicide treatments if the National Weather Service forecast is a "chance" (30 percent or more) of rain within the next 24 hours. Activities that cause mechanical soil disturbance may resume when precipitation stops and soils are no longer saturated (i.e., when soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur). Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials. This SPR applies only to mechanical, prescribed herbivory, and herbicide treatment activities and all treatment types, including treatment maintenance. *Project-Specific Measures*	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
To prevent herbicides from being mobilized and soil from being compacted, which increases runoff and erosion risk, the project proponent would suspend mechanical and herbicide treatments if: (1) it is raining, (2) soils are saturated, and/or (3) soils are wet enough to mobilize herbicides or be compacted by mechanical activities. The project proponent would be prepared to completely suspend mechanical and herbicide treatment activities prior to the initiation of the rain event. Activities that cause mechanical soil disturbance may resume when precipitation stops and soils are no longer very wet or saturated (i.e., when soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur). Indicators of very wet or saturated soil conditions may include but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, (5) inadequate traction without blading wet soil or surfacing materials, or (6) tire track imprints or hoof marks in the soil. This SPR applies only to mechanical and herbicide treatment activities and all treatment types, including treatment maintenance.				
SPR GEO-2 Limit High Ground Pressure Vehicles The project proponent would limit heavy equipment that could cause soil disturbance or compaction to be driven through treatment areas when soils are wet and saturated to avoid compaction and/or damage to soil structure. Saturated soil means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. If use of heavy equipment is required in saturated areas, other measures, such as operating on organic debris, using low ground pressure vehicles, or operating on frozen soils/snow-covered soils, would be implemented to minimize soil compaction. Existing compacted road surfaces are exempted as they are already compacted from use. This SPR applies only to mechanical treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR GEO-3 Stabilize Disturbed Soil Areas	Initial Treatment: Y	During	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would stabilize soil disturbed during mechanical, prescribed herbivory treatments, and prescribed burns that result in exposure of bare soil over 50 percent or more of the treatment area with mulch or equivalent immediately after treatment activities, to the maximum extent practicable, to minimize the potential for substantial sediment discharge. If mechanical, prescribed herbivory, or prescribed burn treatment activities could result in substantial sediment discharge from soil disturbed by machinery, animal hooves, or being bare, organic material from mastication or mulch would be incorporated onto at least 75 percent of the disturbed soil surface where the soil erosion hazard is moderate or high, and 50 percent of the disturbed soil surface where soil erosion hazard is low to help prevent erosion. Where slash mulch is used, it would be packed into the ground surface with heavy equipment so that it is sufficiently in contact with the soil surface. This SPR only applies to mechanical, prescribed herbivory, and prescribed burns that result in exposure of bare soil over 50 percent of the Project area treatment activities and all treatment types, including treatment maintenance.	Treatment Maintenance: Y			
SPR GEO-4 Erosion Monitoring The project proponent would inspect treatment areas for the proper implementation of erosion control SPRs and mitigations prior to the rainy season. If erosion control measures are not properly implemented, they would be remediated prior to the first rainfall event per SPR GEO-3 and GEO-8. Additionally, the project proponent would inspect for evidence of erosion after the first large storm or rainfall event (i.e., ≥ 1.5 inches in 24 hours) as soon as is feasible after the event. Any area of erosion that would result in substantial sediment discharge would be remediated within 48 hours per the methods stated in SPRs GEO-3 and GEO-8. This SPR applies only to mechanical, prescribed herbivory, and prescribed burning treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During, after	The City of Pleasanton	The City of Pleasanton
SPR GEO-5 Drain Stormwater via Water Breaks	Initial Treatment: Y	During	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would drain compacted and/or bare linear treatment areas capable of generating storm runoff via water breaks using the spacing and erosion control guidelines contained in Sections 914.6, 934.6, and 954.6(c) of the California Forest Practice Rules (CAL FIRE 2019). Where waterbreaks cannot effectively disperse surface runoff, including where waterbreaks cause surface run-off to be concentrated on downslopes, other erosion controls would be installed as needed to maintain site productivity by minimizing soil loss. This SPR applies only to mechanical, manual, and prescribed burn treatment activities and all treatment types, including treatment maintenance.	Treatment Maintenance: Y			
SPR GEO-6 Minimize Burn Pile Size The project proponent would not create burn piles that exceed 20 feet in length, width, or diameter, except when on landings, road surfaces, or on contour to minimize the spatial extent of soil damage. In addition, burn piles would not occupy more than 15 percent of the total treatment area (Busse, Hubbert, and Moghaddas 2014). The project proponent would not locate burn piles in a Watercourse and Lake Protection Zone as defined in SPR HYD-4. This SPR applies to mechanical, manual, and prescribed burning treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR GEO-7 Minimize Erosion To minimize erosion, the project proponent would: 1. Prohibit use of heavy equipment where any of the following conditions are present: a. Slopes steeper than 65 percent b. Slopes steeper than 50 percent where the erosion hazard rating is high or extreme c. Slopes steeper than 50 percent that lead without flattening to sufficiently dissipate water flow and trap sediment before it reaches a watercourse or lake 2. On slopes between 50 percent and 65 percent where the erosion hazard rating is moderate and all slope percentages are for average slope	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
steepness based on sample areas that are 20 acres or less, heavy equipment would be limited to: a. Existing tractor roads that do not require reconstruction, or b. New tractor roads flagged by the project proponent prior to the treatment activity 3. Prescribed herbivory treatments would not be used in areas with over 50 percent slope This SPR applies to all treatment activities and all treatment types, including treatment maintenance.				
SPR GEO-8 Steep Slopes The project proponent would require a RPF or licensed geologist to evaluate treatment areas with slopes greater than 50 percent for unstable areas (areas with potential for landslide) and unstable soils (soil with moderate to high erosion hazard). If unstable areas or soils are identified within the treatment area, are unavoidable, and would be potentially directly or indirectly affected by the treatment, a licensed geologist (P.G. or C.E.G.) would determine the potential for landslide, erosion, of other issue related to unstable soils and identity measures (e.g., those in SPR GEO-7) that would be implemented by the project proponent such that substantial erosion or loss of topsoil would not occur. This SPR applies only to mechanical treatment activities and WUI fuel reduction, non-shaded fuel breaks, and ecological restoration treatment types, including treatment maintenance.	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A
Greenhouse Gas Emissions Standard Project Requirements				
SPR GHG-1 Contribute to the AB 1504 Carbon Inventory Process The project proponent of treatment projects subject to the AB 1504 process would provide all necessary data about the treatment that is needed by the U.S. Forest Service and Fire and Resource Assessment Program (FRAP) to fulfill requirements of the AB 1504 carbon inventory, and to aid in the ongoing research about the long-term net change in carbon sequestration resulting from treatment activity. This SPR applies to all treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Hazardous Material and Public Health and Safety Standard Project Requirements				
SPR HAZ-1 Maintain All Equipment The project proponent would maintain all diesel- and gasoline-powered equipment per manufacturer's specifications, and in compliance with all state and federal emissions requirements. Maintenance records would be available for verification. Prior to the start of treatment activities, the project proponent would inspect all equipment for leaks and inspect everyday thereafter until equipment is removed from the site. Any equipment found leaking would be promptly removed. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior, during, after	The City of Pleasanton	The City of Pleasanton
SPR HAZ-2 Require Spark Arrestors The project proponent would require mechanized hand tools to have federal- or state-approved spark arrestors. This SPR applies only to manual treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR HAZ-3 Require Fire Extinguishers The project proponent would require tree cutting crews to carry one fire extinguisher per chainsaw. Each vehicle would be equipped with one long-handled shovel and one axe or Pulaski, consistent with PRC Section 4428. This SPR applies only to manual treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR HAZ-4 Prohibit Smoking in Vegetated Areas The project proponent would require that smoking is only permitted in designated smoking areas barren or cleared to mineral soil at least 3 feet in diameter (PRC Section 4423.4). This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR HAZ-5 Spill Prevention and Response Plan	Initial Treatment: Y Treatment Maintenance: Y	Prior	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent or licensed Pest Control Advisor would prepare a Spill Prevention and Response Plan prior to beginning any herbicide treatment activities to provide protection to on-site workers, the public, and the environment from accidental leaks or spills of herbicides, adjuvants, or other potential contaminants. The Spill Prevention and Response Plan would include (but not be limited to): • A map that delineates staging areas, and storage, loading, and mixing areas for herbicides; • A list of items required in an on-site spill kit to be maintained throughout the life of the activity; • Procedures for the proper storage, use, and disposal of any herbicides, adjuvants, or other chemicals used in vegetation treatment This SPR applies only to herbicide treatment activities and all treatment types, including treatment maintenance. *Project-Specific Measures* *Herbicide application would not occur within protective buffers for special-status plants and riparian habitat to prevent drift and non-target application.*				
SPR HAZ-6 Comply with Herbicide Application Regulations The project proponent would coordinate pesticide use with the applicable County Agricultural Commissioner(s), and all required licenses and permits would be obtained prior to herbicide application. The project proponent would prepare all herbicide applications to do the following: • Be implemented consistent with recommendations prepared annually by a licensed Pest Control Advisor • Comply with all appropriate laws and regulations pertaining to the use of pesticides and safety standards for employees and the public, as governed by the EPA, the Department of Pesticide Regulation (DPR), and applicable local jurisdictions	Initial Treatment: Y Treatment Maintenance: Y	Prior, during	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
• Adhere to label directions for application rates and methods, storage, transportation, mixing, container disposal, and weather limitations to application, such as wind speed, humidity, temperature, and precipitation • Be applied by an applicator appropriately licensed by the State. This SPR applies only to herbicide treatment activities and all treatment types, including treatment maintenance.				
SPR HAZ-7 Triple Rinse Herbicide Containers The project proponent would triple rinse all herbicide and adjuvant containers with clean water at an approved site and dispose of rinsate by placing it in the batch tank for application per 3 CCR Section 6684. The project proponent would puncture used containers on the top and bottom to render them unusable, unless said containers are part of a manufacturer's container recycling program, in which case the manufacturer's instructions would be followed. Disposal of non-recyclable containers would be at legal dumpsites. Equipment would not be cleaned, and personnel would not be washed in a manner that would allow contaminated water to directly enter any body of water within the treatment area or adjacent watersheds. Disposal of all herbicides would follow label requirements and waste disposal regulations. This SPR applies only to herbicide treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR HAZ-8 Minimize Herbicide Drift to Public Areas The project proponent would employ the following herbicide application parameters during herbicide application to minimize drift into public areas: • Application would cease when weather parameters exceed label specifications or when sustained winds at the site of application exceeds 7 miles per hour (whichever is more conservative); • Spray nozzles would be configured to produce the largest appropriate droplet size to minimize drift;	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
• Low nozzle pressures (30–70 pounds per square inch) would be utilized to minimize drift; and • Spray nozzles would be kept within 24 inches of vegetation during spraying This SPR applies only to herbicide treatment activities and all treatment types, including treatment maintenance.				
SPR HAZ-9 Notification of Herbicide Use in the Vicinity of Public Areas For herbicide applications occurring within or adjacent to public recreation areas, residential areas, schools, or any other public areas within 500 feet, the project proponent would post signs at each end of herbicide treatment areas and any intersecting trails notifying the public of the use of herbicides. The signs would include the signal word (e.g., Danger, Warning, or Caution); product name; and manufacturer; active ingredient; EPA registration number; target pest; treatment location; date and time of application; restricted entry interval, if applicable per the label requirements; date which notification sign may be removed; and a contact person with a telephone number. Signs would be posted prior to the start of treatment and notification would remain in place for at least 72 hours after treatment ceases. This SPR applies only to herbicide treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton
Hydrology and Water Quality Standard Project Requirements				
SPR HYD-1 Comply with Water Quality Regulations	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Project proponents must also conduct proposed vegetation treatments in conformance with appropriate RWQCB timber, vegetation, and land disturbance-related Waste Discharge Requirements (WDRs) and/or related Conditional Waivers of Waste Discharge Requirements (Waivers) and appropriate Basin Plan Prohibitions. Where these regulatory requirements differ, the most restrictive would apply. If applicable, this includes compliance with the conditions of general WDRs and WDR waivers for timber or silviculture activities where these waivers are designed to apply to non-commercial fuel reduction and forest health projects. In general, WDRs and Waivers of WDRs for fuel reduction and forest health activities require that wastes, including but not limited to petroleum products, soil, silt, sand, clay, rock, felled trees, slash, sawdust, bark, ash, and pesticides must not be discharged to surface waters or placed where it may be carried into surface waters; and that Water Board staff must be allowed reasonable access to the property in order to determine compliance with the waiver conditions. The specifications for each WDR and Waiver vary by region. Regions 2 (San Francisco Bay), 4 (Los Angeles), 8 (Santa Ana), and 7 (Colorado River) are highly urban or minimally forested and do not offer WDRs or Waivers for fuel reduction or vegetation management activities. The current applicable WDRs and Waivers for timber and vegetation management activities are included in Appendix HYD-1. This SPR applies to all treatment activities and treatment types, including treatment maintenance. *Project-Specific Measures* *Vegetation treatment activities may result in discharges to waters of the state; therefore, compliance with Water Code sections 13260(a)(1) and 13264 are required. The project proponent would use the State Water Board's Vegetation Treatment General Order, which provides a mechanism for Water Code compliance for projects that prepare a PSA/Addendum. The project would be automatically enrolled (through implementation of SPR AD-7) in the State Water Board's Vegetation Treatment General Order. The project's automatic enrollment satisfies the requirements of SPR HYD-1.*				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
SPR HYD-2 Avoid Construction of New Roads The project proponent would not construct or reconstruct (i.e., cutting or filling involving less than 50 cubic yards/0.25 linear road miles) any new roads (including temporary roads). This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton
SPR HYD-3 Water Quality Protections for Prescribed Herbivory The project proponent would include the following water quality protections for all prescribed herbivory treatments: • Environmentally sensitive areas such as waterbodies, wetlands, or riparian areas would be identified in the treatment prescription and excluded from prescribed herbivory project areas using temporary fencing or active herding ○ A buffer of approximately 50 feet would be maintained between sensitive and actively grazed areas • Water would be provided for grazing animals in the form of an on-site stock pond or a portable water source located outside of environmentally sensitive areas • Treatment prescriptions would be designed to protect soil stability. Grazing animals would be herded out of an area if accelerated soil erosion is observed This SPR applies to prescribed herbivory treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton
SPR HYD-4 Identify and Protect Watercourse and Lake Protection Zones The project proponent would establish WLPZs on either side of watercourses as defined in the table below, which is based on 14 CCR Section 916 .5 of the California Forest Practice Rules (CAL FIRE 2019). WLPZ's are classified based on the uses of the stream and the presence of aquatic life. Wider WLPZs are required for steep slopes.	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton

Procedures for Determining WLPZ Widths

Water Class	Class I	Class II	Class III	Class IV
Water Class Characteristics or Key Indicator Beneficial Use	1) Domestic supplies, including springs, on-site and/or within 100 feet downstream of the operations area and/or 2) Fish always or seasonally present on-site, includes habitat to sustain fish migration and spawning.	1) Fish always or seasonally present offsite within 1,000 feet downstream and/or 2) Aquatic habitat for non-fish aquatic species. 3) Excludes Class III waters that are tributary to Class I waters.	No aquatic life present, watercourse showing evidence of being capable of sediment transport to Class I and II waters under normal high-water flow conditions after completion of timber operations.	Man-made watercourses, usually downstream, established domestic, agricultural, hydroelectric supply or other beneficial use.
WLPZ Width (feet) – Distance from top of bank to the edge of WLPZ				
< 30 % Slope	75	50	Sufficient to prevent the degradation of downstream beneficial uses of water. Determined on a site-specific basis.	
30–50 % Slope	100	75		
> 50 % Slope	150	100		

Source: 14 CCR Section 916.5 [936.5, 956.5] (February 2019 version).

The following WLPZ protections would be applied for all treatments:

- Treatment activities with WLPZs would retain at least 75 percent surface cover and undisturbed area to act as a filter strip for raindrop energy dissipation and for wildlife habitat
    - If this percentage is reduced, a qualified RPF would provide the project proponent with a site- and/or treatment activity-

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
specific explanation for the percent surface cover reduction, which would be included in the PSA ▪ After completion of the PSA and prior to or during treatment implementation, if there is any deviation (e.g., further reduction) from the reduced percent as explained in the PSA, this would be documented in the post-project implementation report (referred to by CAL FIRE as a Completion Report) ○ This requirement is based on 14 CCR Section 916.4 [936.4, 956.4] Subsection (b)(6) (February 2019 version) and 14 CCR Section 916.5 (February 2019 version) • Equipment, including tractors and vehicles, must not be driven in wet areas or WLPZs, except over existing roads or watercourse crossings where vehicle tires or tracks remain dry • Equipment used in vegetation removal operations would not be serviced in WLPZs, within wet meadows or other wet areas, or in locations that would allow grease, oil, or fuel to pass into lakes, watercourses, or wet areas • WLPZs would be kept free of slash, debris, and other material that harm the beneficial uses of water ○ Accidental deposits would be removed immediately • Burn piles would be located outside of WLPZs • No fire ignition (nor use of associated accelerants) would occur within WLPZs; however, low-intensity backing fires may be allowed to enter or spread into WLPZs • Within Class I and Class II WLPZs, locations where project operations expose a continuous area of mineral soil 800 square feet or larger shall be treated for reduction of soil loss ○ Treatment shall occur prior to October 15th, and disturbances that are created after October 15th shall be treated within 10 days				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ Stabilization measures shall be selected that would prevent significant movement of soil into water bodies and may include but are not limited to mulching, riprap, grass seeding, or chemical soil stabilizers • Where mineral soil has been exposed by project operations on approaches to watercourse crossings of Class I, II, or III within a WLPZ, the disturbed area shall be stabilized to the extent necessary to prevent the discharge of soil into watercourses or lakes in amounts that would adversely affect the quality and beneficial uses of the watercourse • Where necessary to protect beneficial uses of water from project operations, protection measures such as seeding, mulching, or replanting shall be used to retain and improve the natural ability of the ground cover within the WLPZ to filter sediment, minimize soil erosion, and stabilize banks of watercourses and lakes • Equipment limitation zones (ELZs) would be designated adjacent to Class III and Class IV watercourses with minimum widths of 25 feet where side-slope is less than 30 percent and 50 feet where side-slope is 30 percent or greater ○ An RPF would describe the limitations of heavy equipment within the ELZ and, where appropriate, would include additional measures to protect the beneficial uses of water This SPR applies to all treatment activities and treatment types, including treatment maintenance.				
SPR HYD-5 Protect Non-target Vegetation and Special-Status Species from Herbicides The project proponent would implement the following measures when applying herbicides: • Locate herbicide mixing sites in areas devoid of vegetation and where there is no potential of a spill reaching non-target vegetation or a waterway	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

• Use only herbicides labeled for use in aquatic environments when working in riparian habitats or other areas where there is a possibility the herbicide could come into direct contact with water
  ○ Only hand application of herbicides would be allowed in riparian habitats and only during low-flow periods or when seasonal streams are dry
• No terrestrial or aquatic herbicides would be applied within WLPZs of Class I and II watercourses, if feasible
  ○ If this is not feasible, hand application of herbicides labeled for use in aquatic environments may be used within the WLPZ, provided that the project proponent notifies the applicable regional water quality control board no fewer than 15 days prior to herbicide application
  ○ The feasibility of avoiding herbicide application within WLPZ of Class I and II watercourses would be determined by the project proponent and may be based on whether doing so would preclude achieving CalVTP program objectives, including but not limited to protection of vulnerable communities
  ○ The reasons for infeasibility would be documented in the PSA
• No herbicides would be applied within a 50-foot buffer of ESA or CESA listed plant species or within 50 feet of dry vernal pools
• For spray applications in and adjacent to habitats suitable for special-status species, use herbicides containing dye (registered for aquatic use by DPR, if warranted) to prevent overspray
• Application would cease when weather parameters exceed label specifications or when sustained winds at the site of application exceeds 7 miles per hour (whichever is more conservative)
• No herbicide would be applied during precipitation events or if precipitation is forecast 24 hours before or after project activities
This SPR applies to herbicide treatment activities and all treatment types, including treatment maintenance.				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
SPR HYD-6 Protect Existing Drainage Systems If a treatment activity is adjacent to a roadway with stormwater drainage infrastructure, the existing stormwater drainage infrastructure would be marked prior to ground disturbing activities. If a drainage structure or infiltration system is inadvertently disturbed or modified during project activities, the project proponent would coordinate with owner of the system or feature to repair any damage and restore pre-project drainage conditions. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton
Noise Standard Project Requirements				
SPR NOI-1 Limit Heavy Equipment Use to Daytime Hours The project proponent would require that operation of heavy equipment associated with treatment activities (heavy off-road equipment, tools, and delivery of equipment and materials) would occur during daytime hours if such noise would be audible to receptors (e.g., residential land uses, schools, hospitals, places of worship). Cities and counties in the treatable landscape typically restrict construction-noise (which would apply to vegetation treatment noise) to particular daytime hours. If the project proponent is subject to local noise ordinance, it would adhere to those to the extent the project is subject to them. If the applicable jurisdiction does not have a noise ordinance or policy restricting the time of day when noise-generating activity can occur, noise-generating vegetation treatment activity would be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday, and between 9:00 a.m. and 6:00 p.m. on Sunday and federal holidays. If the project proponent is not subject to local ordinances (e.g., CAL FIRE), it would adhere to the restrictions stated above or may elect to adhere to the restrictions identified by the local ordinance encompassing the treatment area. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR NOI-2 Equipment Maintenance	Initial Treatment: Y	Prior and during	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would require that all powered treatment equipment and power tools would be used and maintained according to manufacturer specifications. All diesel- and gasoline-powered treatment equipment would be properly maintained and equipped with noise-reduction intake and exhaust mufflers and engine shrouds, in accordance with manufacturers' recommendations. This SPR applies to all activities and all treatment types, including treatment maintenance.	Treatment Maintenance: Y			
SPR NOI-3 Engine Shroud Closure The project proponent would require that engine shrouds be closed during equipment operation. This SPR applies only to mechanical treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR NOI-4 Locate Staging Areas Away from Noise-Sensitive Land Uses The project proponent would locate treatment activities, equipment, and equipment staging areas away from nearby noise-sensitive land uses (e.g., residential land uses, schools, hospitals, places of worship), to the extent feasible, to minimize noise exposure. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton
SPR NOI-5 Restrict Equipment Idle Time The project proponent would require that all motorized equipment be shut down when not in use. Idling of equipment and haul trucks would be limited to 5 minutes. This SPR applies to all treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	During	The City of Pleasanton	The City of Pleasanton
SPR NOI-6 Notify Nearby Off-Site Noise-Sensitive Receptors	Initial Treatment: Y Treatment Maintenance: Y	Prior	The City of Pleasanton	The City of Pleasanton

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
For treatment activities utilizing heavy equipment, the project proponent would notify noise-sensitive receptors (e.g., residential land uses, schools, hospitals, places of worship) located within 1,500 feet of the treatment activity. Notification would include anticipated dates and hours during which treatment activities are anticipated to occur and contact information, including a daytime telephone number, of the project representative. Recommendations to assist noise-sensitive land uses in reducing interior noise levels (e.g., closing windows and doors) would also be included in the notification. This SPR applies only to mechanical treatment activities and all treatment types, including treatment maintenance.				
Recreation Standard Project Requirements				
SPR REC-1 Notify Recreational Users of Temporary Closures If a treatment activity would require temporary closure of a public recreation area or facility, the project proponent would coordinate with the owner/manager of that recreation area or facility. If temporary closure of a recreation area or facility is required, the project proponent would work with the owner/manager to post notifications of the closure at least 2 weeks prior to the commencement of the treatment activities. Additionally, notification of the treatment activity would be provided to the Administrative Officer (or equivalent official responsible for distribution of public information) of the county(ies) in which the affected recreation area or facility is located. This SPR applies to all treatment activities and treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: Y	Prior	The City of Pleasanton	The City of Pleasanton
Transportation Standard Project Requirements				
SPR TRAN-1 Implement Traffic Control during Treatments	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Prior to initiating vegetation treatment activities, the project proponent would work with the agency(ies) with jurisdiction over affected roadways to determine if a TMP is needed if traffic generated by the project would result in obstructions, hazards, or delays exceeding applicable jurisdictional standards along access routes for individual vegetation treatments. If needed, a TMP would be prepared to provide measures to reduce potential traffic obstructions, hazards, and service level degradation along affected roadway facilities. The scope of the TMP would depend on the type, intensity, and duration of the specific treatment activities under the CalVTP. Measures included in the TMP could include but are not limited to construction signage to provide motorists with notification and information when approaching or traveling along the affected roadway facilities, flaggers for lane closures to provide temporary traffic control along affected roadway facilities, treatment schedule restrictions to avoid seasons or time periods of peak vehicle traffic, haul-trip, delivery, and/or commute time restrictions that would be implemented to avoid peak traffic days and times along affected roadway facilities. If the TMP identifies impacts on transportation facilities outside of the jurisdiction of the project proponent, the TMP would be submitted to the agency with jurisdiction over the affected roadways prior to commencement of vegetation treatment projects. This SPR applies to all treatment activities and treatment types, including treatment maintenance. Smoke generated during prescribed burn operations could potentially affect driver visibility and traffic operations along nearby roadways. Direct smoke impacts to roadway visibility and indirect impacts related to driver distraction would be considered during the planning phase of burning operations. Smoke impacts and smoke management practices specific to traffic operations during prescribed fire operations would be identified and addressed within the TMP, which would include measures to monitor smoke dispersion onto public roadways, and traffic control operations that would be initiated in the event burning operations could affect traffic safety along any roadways. This SPR applies only to prescribed burn treatment activities and all treatment types, including treatment maintenance.				

STANDARD PROJECT REQUIREMENTS	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Public Services and Utilities Standard Project Requirements				
SPR UTIL-1: Solid Organic Waste Disposition Plan For projects requiring the disposal of material outside of the treatment area, the project proponent would prepare an Organic Waste Disposition Plan prior to initiating treatment activities. The Solid Organic Waste Disposition Plan would include the amount (e.g., tons) of solid organic waste to be managed on-site (i.e., scattering of wood materials, generating unburned piles, and pile burning) and transported off site for processing (i.e., biomass power plant, wood product processing facility, composting). If the project proponent intends to transport solid organic waste offsite, the Solid Organic Waste Disposition Plan would clearly identify the location and capacity of the intended processing facility, consistent with local and state regulations to demonstrate that adequate capacity exists to accept the treated materials. This SPR applies only to mechanical and manual treatment activities and all treatment types, including treatment maintenance.	Initial Treatment: Y Treatment Maintenance: N	Prior	The City of Pleasanton	The City of Pleasanton

Table A-2. Mitigation Measures.

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Aesthetics and Visual Resources				
MM AES-3: Conduct Visual Reconnaissance for Non-Shaded Fuel Breaks and Relocate or Feather and Screen Publicly Visible Non-Shaded Fuel Breaks The project proponent would conduct a visual reconnaissance of the treatment area prior to implementing non-shaded fuel breaks to observe the surrounding landscape and determine if public viewing locations, including scenic vistas, public trails, and state scenic highways, have views of the proposed treatment area. If none are identified, the non-shaded fuel break may be implemented without additional visual mitigation. If the project proponent identifies public viewing points, including heavily used scenic vistas, public trails, recreation areas, and state scenic highways with lengthy views (i.e., longer than a few seconds) of a proposed non-shaded fuel break treatment area, the project proponent would, prior to implementation, attempt to identify any feasible change in location of the fuel break to reduce its visibility from public viewpoints. If no feasible location changes exist that would reduce impacts to public viewers and achieve the intended wildfire risk reduction objectives of the proposed non-shaded fuel break, the project proponent would implement, where feasible, a shaded fuel break rather than a non-shaded fuel break, if the shaded fuel break would achieve the intended wildfire risk reduction objectives. With the shaded fuel break, the project proponent would thin and feather adjacent vegetation to break up the linear edges of the fuel break and strategically preserve vegetation at the edge of the fuel break, as feasible, to help screen public views and minimize the contrast between the fuel break and surrounding vegetation.	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A
Air Quality				
MM AQ-1: Implement On-Road Vehicle and Off-Road Equipment Exhaust Emission Reduction Techniques	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

Where feasible, project proponents would implement emission reduction techniques to reduce exhaust emissions from off-road equipment. It is acknowledged that due to cost, availability, and the limits of current technology, there may be circumstances where implementation of certain emission reduction techniques would not feasible. The project proponent would document the emission reduction techniques that would be applied and would explain the reasons other techniques that could reduce emissions are infeasible.
 	
Techniques for reducing emissions may include but are not limited to the following:
• Diesel-powered off-road equipment used in construction would meet EPA's Tier 4 emission standards, as defined in 40 CFR 1039, and comply with the exhaust emission test procedures and provisions of 40 CFR Parts 1065 and 1068
  ○ Tier 3 models can be used if a Tier 4 version of the equipment type is not yet produced by manufacturers
  ○ This measure can also be achieved by using battery-electric off-road equipment as it becomes available
  ○ Prior to implementation of treatment activities, the project proponent would demonstrate the ability to supply the compliant equipment
  ○ A copy of each unit's certified tier specification or model year specification and operating permit (if applicable) would be available upon request at the time of mobilization of each unit of equipment
• Use renewable diesel fuel in diesel-powered construction equipment
  ○ Renewable diesel fuel must meet the following criteria:
  ▪ Meet California's Low Carbon Fuel Standards and be certified by CARB Executive Officer
  ▪ Be hydrogenation-derived (reaction with hydrogen at high temperatures) from 100 percent biomass material (i.e., non-petroleum sources), such as animal fats and vegetables
  ▪ Contain no fatty acids or functionalized fatty acid esters
  ▪ Have a chemical structure that is identical to petroleum-based diesel and complies with American Society for Testing and Materials D975 requirements for diesel fuels to ensure compatibility with all existing diesel engines				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
• Electric- and gasoline-powered equipment would be substituted for diesel-powered equipment • Workers would be encouraged to carpool to work sites and/or use public transportation for their commutes • Off-road equipment, diesel trucks, and generators would be equipped with Best Available Control Technology for emission reductions of *Project-Specific Measures* *The City of Pleasanton would document the extent that it and/or its contractors are able to implement MM AQ-1 by documenting each unit's certified engine tier specification and applicable CARB fleet regulation compliance certificates prior to mobilization. This information would be compiled in an annual monitoring compliance report for the project. Renewable diesel would be used by the agency and/or its contractors to the extent required by state regulations.*				
Archaeological, Historical, and Tribal Cultural Resources				
MM CUL-2: Protect Inadvertent Discoveries of Unique Archaeological Resources or Subsurface Historical Resources	Initial Treatment: Y Treatment Maintenance: Y	During and after	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If any prehistoric or historic-era subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits are discovered during ground-disturbing activities, all ground-disturbing activity within 100 feet of the resources would be halted and a qualified archaeologist would assess the significance of the find. The qualified archaeologist would work with the project proponent to develop a primary records report that would comply with applicable state or local agency procedures. If the archaeologist determines that further information is needed to evaluate significance, a data recovery plan would be prepared. If the find is determined to be significant by the qualified archaeologist (i.e., because the find constitutes a unique archaeological resource, subsurface historical resource, or Tribal cultural resource), the archaeologist would work with the project proponent to develop appropriate procedures to protect the integrity of the resource. Procedures could include preservation in place (which is the preferred manner of mitigating impacts to archaeological sites), archival research, subsurface testing, or recovery of scientifically consequential information from and about the resource. Any find would be recorded standard DPR Primary Record forms (Form DPR 523) would be submitted to the appropriate regional information center.				
Biological Resources				
MM BIO-1a: Avoid Loss of Special-Status Plants Listed under ESA or CESA	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If listed plants are determined to be present through application of SPR BIO-1 and SPR BIO-7, the project proponent would avoid and protect these species by establishing a no-disturbance buffer around the area occupied by listed plants and marking the buffer boundary with high-visibility flagging, fencing, stakes, or clear, existing landscape demarcations (e.g., edge of a roadway). Exceptions to this requirement are listed later in this measure. The no-disturbance buffers would generally be a minimum of 50 feet from listed plants, but the size and shape of the buffer zone may be adjusted if a qualified RPF or botanist determines that a smaller buffer would be sufficient to avoid killing or damaging listed plants or that a larger buffer is necessary to sufficiently protect plants from the treatment activity. The appropriate buffer size would be determined based on plant phenology at the time of treatment (e.g., whether the plants are in a dormant, vegetative, or flowering state), the individual species' vulnerability to the treatment method being used, and environmental conditions and terrain. For example, paint-on or wicking application of herbicides to invasive plants may be implemented within 50 feet of listed plant species without posing a risk, especially if the listed plants are dormant at the time of application. Consideration of factors such as site hydrology, changes in light, edge effects, and potential introduction of invasive plants and noxious weeds may inform the determination of buffer width. If a no-disturbance buffer is reduced below 50 feet from a listed plant, a qualified RPF or botanist would provide the project proponent with a site- and/or treatment activity-specific explanation for the buffer reduction, which would be included in the PSA. After completion of the PSA and prior to or during treatment implementation, if there is any deviation (e.g., further reduction) from the reduced buffer as explained in the PSA, this would be documented in the post-project implementation report (referred to by CAL FIRE as a Completion Report) with a science-based justification for the deviation. No fire ignition (nor use of associated accelerants) would occur within 50 feet of listed plants. For species listed under ESA or CESA, if the project proponent cannot avoid loss by implementing no-disturbance buffers, the project proponent would implement MM BIO-1c.				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The only exception to this mitigation approach is in cases where it is determined by a qualified RPF or botanist, in consultation with CDFW and USFWS, as appropriate depending on species status and location, that the listed plants would benefit from treatment in the occupied habitat area even though some of the listed plants may be lost during treatment activities. For a treatment to be considered beneficial to listed special-status plants, the qualified RPF or botanist would demonstrate with substantial evidence that habitat function is reasonably expected to improve with implementation of the treatment (e.g., by citing scientific studies demonstrating that the species (or similar species) has benefitted from increased sunlight due to canopy opening, eradication of invasive species, or otherwise reduced competition for resources), and the substantial evidence would be included in the PSA. If it is determined that treatment activities would be beneficial to listed plants, no compensatory mitigation for loss of individuals would be required.				

MM BIO-1b: Avoid Loss of Special-Status Plants Not Listed Under ESA or CESA
 	
If non-listed special-status plant species (i.e., species not listed under ESA or CESA, but meeting the definition of special-status as stated in Section 3.6.1 of the Program EIR) are determined to be present through application of SPR BIO-1 and SPR BIO-7, the project proponent would implement the following measures to avoid loss of individuals and maintain habitat function of occupied habitat:
 	
• Physically avoid the area occupied by the special-status plants by establishing a no-disturbance buffer around the area occupied by species and marking the buffer boundary with high-visibility flagging, fencing, stakes, or clear, existing landscape demarcations (e.g., edge of a roadway)
  ○ The no-disturbance buffers would generally be a minimum of 50 feet from special-status plants, but the size and shape of the buffer zone may be adjusted if a qualified RPF or botanist determines that a smaller buffer would be sufficient to avoid loss of or damaging to special-status plants or that a larger buffer is necessary to sufficiently protect plants from the treatment activity
  ○ The appropriate size and shape of the buffer zone would be determined by a qualified RPF or botanist and would depend on plant phenology at
	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during treatment	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
the time of treatment (e.g., whether the plants are in a dormant, vegetative, or flowering state), the individual species' vulnerability to the treatment method being used, and environmental conditions and terrain ○ Consideration of factors such as site hydrology, changes in light, edge effects, and potential introduction of invasive plants and noxious weeds may inform an appropriate buffer size and shape • Treatments may be conducted within this buffer if the potentially affected special-status plant species is a geophytic, stump-sprouting, or annual species and the treatment can be conducted outside of the growing season (e.g., after it has completed its annual life cycle) or during the dormant season using only treatment activities that would not damage the stump, root system, or other underground parts of special-status plants or destroy the seedbank • Treatments would be designed to maintain the function of special-status plant habitat ○ For example, for a fuel break proposed in treatment areas occupied by special-status plants, if the removal of shade cover would degrade the special-status plant habitat despite the requirement to physically or seasonally avoid the special-status plant itself, habitat function would be diminished, and the treatment would need to be modified or precluded from implementation • No fire ignition (nor use of associated accelerants) would occur within the special-status plant buffer				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
A qualified RPF or botanist with knowledge of the special-status plant species habitat and life history would review the treatment design and applicable impact minimization measures (potentially including others not listed above) to determine if the anticipated residual effects of the treatment would be significant under CEQA because implementation of the treatment would not maintain habitat function of the special-status plant habitat (i.e., the habitat would be rendered unsuitable) or because the loss of special-status plants would substantially reduce the number or restrict the range of a special-status plant species. If the project proponent determines the impact on special-status plants would be less than significant, no further mitigation would be required. If the project proponent determines that the loss of special-status plants or degradation of occupied habitat would be significant under CEQA after implementing feasible treatment design alternatives and impact minimization measures, then MM BIO-1c would be implemented. The only exception to this mitigation approach is in cases where it is determined by a qualified RPF or botanist that the special-status plants would benefit from treatment in the occupied habitat area even though some of the non-listed special-status plants may be killed during treatment activities. For a treatment to be considered beneficial to non-listed special-status plants, the qualified RPF or botanist would demonstrate with substantial evidence that habitat function is reasonably expected to improve with implementation of the treatment (e.g., by citing scientific studies demonstrating that the species [or similar species] has benefitted from increased sunlight due to canopy opening, eradication of invasive species, or otherwise reduced competition for resources), and the substantial evidence would be included in the PSA. If it is determined that treatment activities would be beneficial to special-status plants, no compensatory mitigation would be required. *Project-Specific Measures*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
To avoid impacts on herbaceous annual forb species within suitable habitat, prescribed herbivory, prescribed burning, and mowing would be restricted to outside the vegetative growth period in occupied habitat until after the species has set seed. Manual treatments may occur with an avoidance buffer under the advisory of a qualified RPF or biologist. No Project-related ground disturbance would occur generally within a 50-foot buffer of these identified locations. The size and shape of the generally 50-foot buffer may be adjusted if a qualified RPF or biologist determines that a smaller or larger buffer would be sufficient to avoid impacts on listed plants. *To avoid impacts on special-status herbaceous perennial forb species within suitable habitat, prescribed herbivory, prescribed burning, and mowing would be restricted to outside the vegetative grown period in occupied habitat until after the species has set seed. Manual treatments may occur with an avoidance buffer. A no-disturbance buffer of 50 feet within which vegetation treatment activities would not occur unless a qualified RPF or biologist determines that the species would benefit from treatment in the occupied habitat area. The size and shape of the generally 50-foot buffer may be adjusted if a qualified RPF or biologist determines that a smaller or larger buffer would be sufficient to avoid impacts.* *To avoid impacts on persistent above-ground perennial species within suitable habitat, a no-disturbance buffer of at least 50 feet will be implemented, within which vegetation treatment activities would not occur unless a qualified RPF or biologist determines that the species would benefit from treatment in the occupied habitat area. The size and shape of the generally 50-foot buffer may be adjusted if a qualified RPF or biologist determines that a smaller or larger buffer would be sufficient to avoid impacts on listed plants.* *If pre-treatment surveys are conducted outside of the bloom period for these species, and individuals within the same genus of special-status plants are identified, these individuals would be treated as potentially special-status species and would be offered the same protective buffer for avoidance.*				
MM BIO-1c: Compensate for Unavoidable Loss of Special-Status Plants	Initial Treatment: N	N/A	N/A	N/A

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If significant impacts on listed or non-listed special-status plants cannot feasibly be avoided as specified under the circumstances described under MMs BIO-1a and 1b, the project proponent would prepare a Compensatory Mitigation Plan that identifies the residual significant impacts that require compensatory mitigation and describes the compensatory mitigation strategy being implemented and how unavoidable losses of special-status plants would be compensated. The project proponent would consult with CDFW and/or any other applicable responsible agency prior to finalizing the Compensatory Mitigation Plan to satisfy that responsible agency's requirements (e.g., permits, approvals) within the plan. If the special-status plant taxa are listed under ESA or CESA, the plan would be submitted to CDFW and/or USFWS (as appropriate) for review and comment. The first priority for compensatory mitigation would be preserving and enhancing existing populations outside of the treatment area in perpetuity, or if that is not an option because existing populations that can be preserved in perpetuity are not available, one of the following mitigation options would be implemented by the project proponent instead: • Creating populations on mitigation-sites outside of the treatment area through seed collection and dispersal (annual species) or transplantation (perennial species) • Purchasing mitigation credits from a CDFW- or USFWS-approved conservation or mitigation bank in sufficient quantities to offset the loss of occupied habitat • If the affected special-status plants are not listed under ESA or CESA, compensatory mitigation may include restoring or enhancing degraded habitats so that they are made suitable to support special-status plant species in the future If relocation efforts are part of the Compensatory Mitigation Plan, the plan would include details on the methods to be used, including collection, storage, propagation, receptor site preparation, installation, long-term protection and management, monitoring and reporting requirements, success criteria, and remedial action responsibilities should the initial effort fail to meet long-term monitoring requirements. The following performance standards would be applied for relocation:	Treatment Maintenance: N			

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

• The extent of occupied area would be substantially similar to the affected occupied habitat and would be suitable for self-producing populations
  ○ Re-located/re-established populations would be considered suitable for self-producing when:
  ▪ Habitat conditions allow for plants to reestablish annually for a minimum of 5 years with no human intervention, such as supplemental seeding; and
  ▪ Reestablished habitats contain an occupied area comparable to existing occupied habitat areas in similar habitat types in the region
 	
If preservation of existing populations or creation of new populations is part of the mitigation plan, the Compensatory Mitigation Plan would include a summary of the proposed compensation lands and actions (e.g., the number and type of credits, location of mitigation bank or easement, restoration or enhancement actions), parties responsible for the long-term management of the land, and the legal and funding mechanisms (e.g., holder of conservation easement or fee title). The project proponent would submit evidence that the necessary mitigation has been implemented or that the project proponent has entered into a legal agreement to implement it and that compensatory plant populations would be preserved in perpetuity.
 	
If mitigation includes dedication of conservation easements, purchase of mitigation credits, or other off-site conservation measures, the details of these measures would be included in the mitigation plan, including information on responsible parties for long-term management, conservation easement holders, long-term management requirements, funding assurances, and success criteria such as those listed above and other details, as appropriate to target the preservation of long-term viable populations.
 	
If mitigation includes restoring or enhancing habitat within the treatment area or outside of the treatment area, the Compensatory Mitigation Plan would include a description of the proposed habitat improvements, success criteria that demonstrate the performance standard of maintained habitat function has been met, legal and funding mechanisms, and parties responsible for long-term management and monitoring of the restored habitat.				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If the loss of occupied habitat cannot be offset (e.g., if preservation of existing populations or creation of new populations through relocation efforts are not available for a certain species), and as a result, treatment activities would substantially reduce the number or restrict the range of listed plant species, then the treatment would not qualify as within the scope of this PEIR. Compensatory mitigation may be satisfied through compliance with permit conditions, or other authorizations obtained by the project proponent (e.g., incidental take permit for state-listed plants), if these requirements are equally or more effective than the mitigation identified above.				
MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities) If California Fully Protected Species or species listed under ESA or CESA are observed during reconnaissance surveys (conducted pursuant to SPR BIO-1) or focused or protocol-level surveys (conducted pursuant to SPR BIO-10), the project proponent would avoid adverse effects to the species by implementing the following: <u>Avoid Mortality, Injury, or Disturbance of Individuals</u> The project proponent would implement one of the following two measures to avoid mortality, injury, or disturbance of individuals: 1. Treatment would not be implemented within the occupied habitat. Any treatment activities outside occupied habitat would be a sufficient distance from the occupied habitat such that mortality, injury, or disturbance of the species would not occur, as determined by a qualified RPF or biologist using the most current and commonly accepted science and considering published agency guidance; OR 2. Treatment would be implemented outside the sensitive period of the species' life history (e.g., outside the breeding or nesting season), during which the species may be more susceptible to disturbance or disturbance could result in loss of eggs or young. For species present year-round, CDFW and/or USFWS/NOAA Fisheries would be consulted to determine if there is a period of time within	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
which treatment could occur that would avoid mortality, injury, or disturbance of the species. a. For species listed under ESA or CESA, if the project proponent cannot avoid mortality, injury, or disturbance by implementing one of the two options listed above, the project proponent would implement MM BIO-2c. b. Injury or mortality of California Fully Protected Species is prohibited pursuant to Sections 3511, 4700, 5050, and 5515 of the California Fish and Game Code and would be avoided. <u>Maintain Habitat Function</u> The project proponent would design treatment activities to maintain the habitat function by implementing the following: • While performing review and surveys for SPR BIO-1 and SPR BIO-10, a qualified RPF or biologist would identify any habitat features that are necessary for survival (e.g., habitat necessary for breeding, foraging, shelter, movement) of the affected wildlife species (e.g., trees with complex structure, trees with large cavities, trees with nesting platforms; dens; tree snags; large raptor nests [including inactive nests]; downed woody debris; food sources) o These habitat features would be marked and treatments applied to the features would be designed to minimize or avoid the loss or degradation of suitable habitat for listed species during treatments o Identification and treatment of these features would be based on the life history and habitat requirements of the affected species and the most current, commonly accepted science • If it is determined during implementation of SPR BIO-1 and SPR BIO-10 that listed or fully protected wildlife with specific requirements for high canopy cover (e.g., Humboldt marten, fisher, spotted owl, coastal California gnatcatcher, riparian woodrat) are present within a treatment area, then tree or shrub canopy cover within existing suitable areas would be retained at the percentage preferred by the species (as determined by expert opinion, published habitat association information, or other documented standards that are commonly accepted [e.g.,				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

50 percent for coastal California gnatcatcher]) such that habitat function is maintained
• A qualified RPF or biologist would determine if, after implementation of the impact avoidance measures listed above, the habitat function would remain for the affected species after implementation of the treatment
  ○ Because this measure pertains to species listed under CESA or ESA or are fully protected, the qualified RPF or biologist would consult with CDFW and/or USFWS/NOAA Fisheries regarding the determination that habitat function is maintained
  ▪ If consultation determines that the treatment would not maintain habitat function for the special-status species, the project proponent would implement MM BIO-2c
Project-Specific Measures
<u>California Red-Legged Frog</u>
If California red-legged frog is assumed present or detected during protocol-level surveys, the following measures would be implemented:
Mechanized operations would be shut down when the precipitation threshold is met, and the shutdown period would begin once the precipitation event has ended.
If California red-legged frog is detected during focused surveys, the project proponent would require flagging areas for avoidance in which no treatment activities would occur, biological monitoring, or other measures recommended by CDFW as necessary to avoid injury to or mortality of these species. If impacts would remain significant under CEQA and the project proponent determines that additional mitigation is necessary to reduce significant impacts, MM BIO-2c would be required, and incidental take permitting under CESA may be required pursuant to consultation with CDFW.				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
During the dispersal season from October 15 (or after the first rainfall of the year) through April 15, pre-treatment visual surveys would be performed daily by an RPF, qualified biologist, or biological monitor, prior to implementation of any treatment activities (i.e., mechanical, manual, and herbicide) within breeding, upland, or dispersal habitat as determined by a qualified biologist. If a California red-legged frog is found during pre-activity surveys or enters the Project site during treatment activities, all work would stop within a non-disturbance buffer of 100 feet around the individual unless the qualified RPF or biologist determines that a different sized buffer is appropriate to avoid disturbance, injury, or mortality. Treatment activities would cease within the buffer until the animal leaves on its own, and the occurrence would be reported to the qualified RPF or biologist and USFWS. *Specific habitat features (i.e., log, tree, debris pile) used by frogs observed on-site would be evaluated by a qualified RPF or biologist for habitat retention, if habitat retention is achievable while meeting project goals of reducing fuel loads.* *All herbicide use during project implementation would comply with the herbicide use restrictions in the stipulated injunction issued by the Federal District Court for the Northern District of California to resolve the 2006 case brought against USEPA by the Center for Biological Diversity. For example, to comply with the injunction, only cut stump and basal bark applications would be allowed in California red-legged frog habitat under the following conditions.* *Cut stump and basal bark applications may be used but would not be applied within 60 feet of breeding or non-breeding aquatic habitat.* *If operators need to move or treat large woody debris greater than 12 inches in diameter, that piece of woody debris would be evaluated for the presence of California red-legged frog by a qualified biologist, qualified professional, RPF, RPF-supervised designee, or a contractor who has been through the environmental awareness training.*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
All contractors, their employees, and agency personnel involved in the implementation of the project would check for the presence of any sensitive wildlife under or next to stationary vehicles prior to operating their vehicles. If a special-status reptile or amphibian is found, the qualified RPF or biologist would determine necessary next steps to avoid impact. *If pile burning is implemented, piles would be placed away from mammal burrows, rock outcrops, or scrub habitat that could serve as refugia for Alameda whipsnake, western pond turtle, or California red-legged frog. Within suitable habitat for California red-legged frog, burn piles would be burned gradually and lit from one end (the uphill side on slopes) to allow animals that may be using the pile for refuge to escape. When feasible, a single pile would be ignited, and all other piles in the vicinity of the burning pile would be carried to the burning pile and burned in the same location as the initial burn pile. When feasible, this strategy would minimize risk to wildlife using piles for refuge.* *Whenever feasible in forested environments adjacent to scrublands (for Alameda whipsnake and California red-legged frog) or in oak woodland or grasslands (for California red-legged frog), understory vegetation would be removed first, followed by trees, to facilitate visibility of sensitive reptiles and amphibians by a qualified RPF or biologist.* *<u>Alameda Whipsnake</u>* *Within suitable Alameda whipsnake habitat, pre-treatment surveys would be combined with a focused survey to identify individuals and burrow sites within the Project footprint. If individuals are encountered, they would be protected with an appropriate avoidance buffer and would be allowed to leave the work area of their own volition.*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Pre- and during-treatment Surveys. Either treatment will avoid occupied habitat or treatment will be implemented in such a way that it does not disturb Alameda whipsnake. If work occurs within occupied a qualified RPF or biologist be present on-site to monitor for Alameda whipsnake, flag areas for avoidance and establish no-work buffers. Implementing treatment activities within suitable Alameda whipsnake habitat would require focused surveys to determine presence of Alameda whipsnake each day prior to work at each new area. If crews are working within suitable Alameda whipsnake habitat, a qualified RPF or biologist would conduct ongoing focused pre-treatment surveys during treatment activities, adhering to methodologies recommended in Miller and Alvarez (2016). Within highly suitable habitat, surveys would be repeated in treatment areas immediately prior to vegetation removal to ensure that the species is not present prior to the start of work in each scrub area. A qualified RPF or biologist would check suitable refugia within the work area including vegetation and rock piles. When dense vegetation within suitable Alameda whipsnake habitat inhibits visual survey effectiveness, the biologist would work closely with the crew to intermittently cut a small amount of brush to allow surveys of small areas. Active surveys would be performed throughout the vegetation removal activity within suitable Alameda whipsnake habitat, and if work ceases more than one hour, the area would be re-surveyed prior to restarting work. During this survey effort, the qualified RPF or biologist would also advise the crew on avoidance of on-site potential refugia such as burrows and rock piles. *Prior to vegetation clearing activities within suitable Alameda whipsnake habitat, coverboards would be installed in key areas as determined by a RFP or qualified biologist. The coverboards would be strategically placed to provide refuge for the Alameda whipsnake leaving the work area. Coverboards would be inspected at the end of each workday, and wildlife using them would be recorded.*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Prior to operating stationary vehicles and equipment, all contractors, their employees, and agency personnel would check under and near vehicles/equipment for the presence of Alameda whipsnake and any wildlife that may have moved there. If Alameda whipsnake or any wildlife are discovered, the qualified biologist would be contacted immediately. The qualified biologist shall have the authority to halt Project activities until the animal leaves the area of its own accord, and shall contact USFWS, as necessary, to determine necessary steps. Manual removal of the species is not anticipated during vegetation treatment activities but permitted biologists with applicable CDFW SCPs and/or USFWS 10(a)(1)(A) permits would be on-call during Project activities. *Within suitable habitat, heavy equipment, including mowing equipment which may collapse burrows, would be utilized exclusively from stable operating surfaces such as established roads and trails.* *Seasonal restrictions: Within suitable Alameda whipsnake habitat, mechanical treatment and prescribed burning would be avoided when temperatures are determined by the qualified biologist to be too low for Alameda whipsnake movement (soil surface temperatures reach 66 °F (19 °C; Hammerson 1979)). Manual treatments may occur in cooler conditions, after the qualified biologist has thoroughly surveyed the area. In habitat suitable for Alameda whipsnake suitable winter retreats, as determined by a qualified biologist, prescribed broadcast burning would not occur between approximately November 1 and March 31 and typically when soil surface temperatures reach 66 °F (19 °C; Hammerson 1979), or as determined by a qualified biologist.* *Debris management: Contractors would immediately (i.e., the same day) process (i.e., remove completely from the treatment area, chip, permanently place within the treatment area for soil stabilization) all cut materials as they are produced to avoid attracting Alameda whipsnake to the vegetation piles. If processing within the same day is not feasible, the RPF or qualified biologist would advise crews on a suitable location for temporary storage of cut materials that cannot be processed immediately, or the materials would be deconstructed and investigated prior to processing under the advisory of the qualified RPF or biologist. Chipped materials would not be spread on suitable refugia for Alameda whipsnake such as rodent burrows or rocky outcrops.*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Pile burning: The following measures apply when work occurs in suitable Alameda whipsnake habitat: During any season, vegetation piles for burning would either be burned the same day, or the pile would be deconstructed and investigated prior to burning. Placement of piles for burning would avoid suitable refugia for Alameda whipsnake, including large rodent burrows and rocky outcrops. Directional pile burning: Fires would be lit from one end of the pile (typically the uphill side on slopes) to allow Alameda whipsnake to escape, rather than lighting the whole pile at once. *Maintaining Alameda Whipsnake Habitat Function. Suitable Alameda whipsnake habitat is described in the USFWS Critical Habitat Designation (USFWS 2006) as comprising three habitat types: core scrub, dispersal/foraging habitat, and rocky outcrop habitat. Dispersal and foraging habitat includes woodland or annual grassland contiguous to core scrub habitat. The nature of the Project activities would not change the habitat functional of dispersal and foraging habitat because large oak woodland trees would be retained, and scrub and grassland habitat would not be heavily targeted for treatment.* *Core scrub habitat is described as shrub communities with a mosaic of open and closed canopy patches. USFWS defines scrub as coastal scrub, coyote brush scrub, or maritime chaparral areas (or "scrub") greater than 0.5 acres in size, or scrub areas greater than 0.2 acres in size that are within 50 feet of scrub patches greater than 0.5 acres in size (USFWS 2006). When work is occurring within core scrub habitat areas, the crew would work closely with the biologist to selectively remove scrub in a way that retains these dimensions, and therefore retains the overall habitat function while still serving the needs of the shaded fuel break. This technique has been used on previous projects and aims to provide a "scrub mosaic" that retains Alameda whipsnake habitat function. Scrub mosaic recommendations may vary depending on site conditions. The following techniques would be implemented during treatment: 1. Vegetation removal would occur in irregular, oblong shapes to maintain a natural condition. 2. Vegetation removal would avoid rocky outcrops. 3. The overall dominant habitat type would not be converted. 4. Vegetation removal would focus on dead, woody vegetation, and invasive plants.*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Preliminary and post-treatment surveys would be conducted that would assess the condition and acreage of Alameda whipsnake core scrub habitat. Post-treatment conditions would be assessed to ensure that there is no overall loss of habitat function within Alameda whipsnake core scrub. It should be noted that scrub is a transitional habitat types and, over time, canopy in these areas grows taller and denser, and larger tree species such as oak and madrone are naturally recruited and become increasingly dominant. Without any intervention, over a long period of time, scrub communities would naturally convert to woodland and forested habitat. Thoughtful treatment of select areas that incorporates retention of scrub islands suitable for Alameda whipsnake core scrub is expected to be more effective in retaining key core scrub habitat for Alameda whipsnake than complete inaction in these areas. This is consistent with Alameda whipsnake habitat protections described in CalVTP MM BIO-2b. *<u>Listed Avian Species</u>* *If it is infeasible to avoid vegetation treatment within nesting season, only manual treatment would be permitted and a RPF or biological monitor would be available on-site during treatment activities. If work occurs within the vicinity of an active nest, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." No trees containing raptor nests would be removed; trees containing golden eagle nests would not be removed pursuant to the Bald and Golden Eagle Protection Act.*				
MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities) If other special-status wildlife species (i.e., species not listed under CESA or ESA or California Fully Protected, but meeting the definition of special-status as stated in Section 3.6.1 of the Program EIR) are observed during reconnaissance surveys (conducted pursuant to SPR BIO-1) or focused or protocol-level surveys (conducted pursuant to SPR BIO-10), the project proponent would avoid or minimize adverse effects to the species by implementing the following:	Initial Treatment: Y Treatment Maintenance: Y	Prior to and during	The City of Pleasanton	The City of Pleasanton

<u>Avoid Mortality, Injury, or Disturbance of Individuals</u>
 	
The project proponent would implement the following to avoid mortality, injury, or disturbance of individuals:
 	
• For all treatment activities except prescribed burning, the project proponent would establish a no-disturbance buffer around occupied sites (e.g., nests, dens, roosts, middens, burrows, nurseries)
  ○ Buffer size would be determined by a qualified RPF or biologist using the most current, commonly accepted science and would consider published agency guidance; however, buffers would generally be a minimum of 100 feet, unless site conditions indicate a smaller buffer would be sufficient for protection or a larger buffer would be needed
  ○ Factors to be considered in determining buffer size would include but not be limited to the species' tolerance to disturbance; the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; baseline levels of noise and human activity; and treatment activity
  ○ Buffer size may be adjusted if the qualified RPF or biologist determines that such an adjustment would not be likely to adversely affect (i.e., cause mortality, injury, or disturbance to) the species within the nest, den, burrow, or other occupied site
  ○ If a no-disturbance buffer is reduced below 100 feet from an occupied site, a qualified RPF or biologist would provide the project proponent with a site- and/or treatment activity-specific explanation for the buffer reduction, which would be included in the PSA
  ▪ After completion of the PSA and prior to or during treatment implementation, if there is any deviation (e.g., further reduction) from the reduced buffer as explained in the PSA, this would be documented in the post-project implementation report (referred to by CAL FIRE as a Completion Report).
  ○ No-disturbance buffers would be marked with high-visibility flagging, fencing, stakes, or clear, existing landscape demarcations (e.g., edge of a roadway)
  ○ No activity would occur within the buffer areas until the qualified RPF or biologist has determined that the young have fledged or dispersed; the				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
nest, den, or other occurrence is no longer active; or reducing the buffer would not likely result in disturbance, mortality, or injury ○ A qualified RPF, biologist, or biological technician would be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment ▪ If treatment activities cause agitated behavior of the individual(s), the buffer distance would be increased, or treatment activities modified until the agitated behavior stops ▪ The qualified RPF, biologist, or biological technician would have the authority to stop any treatment activities that could result in mortality, injury, or disturbance to special-status species • For prescribed burning, the project proponent would implement the treatment outside the sensitive period of the species' life history (e.g., outside the breeding or nesting season), during which the species may be more susceptible to disturbance, or disturbance could result in loss of eggs or young ○ For species present year-round, the qualified RPF or biologist would determine the period of time within which prescribed burning could occur that would avoid or minimize mortality, injury, or disturbance of the species ○ The project proponent may consult with CDFW and/or USFWS for technical information regarding appropriate limited operating periods <u>Maintain Habitat Function</u> For all treatment activities, the project proponent would design treatment activities to maintain the habitat function by implementing the following: • While performing review and surveys for SPR BIO-1 and SPR BIO-10, a qualified RPF or biologist would identify any habitat features that are necessary for survival (e.g., habitat necessary for breeding, foraging, shelter, movement) of the affected wildlife species (e.g., trees with complex structure, trees with large cavities, trees with nesting platforms; tree snags; large raptor nests [including inactive nests]; downed woody debris)				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ These habitat features would be marked and treatments applied to the features would be designed to minimize or avoid the loss or degradation of suitable habitat for listed species during treatments. Identification and treatment of these features would be based on the life history and habitat requirements of the affected species and the most current, commonly accepted science • If it is determined during implementation of SPR BIO-1 and SPR BIO-10 that special-status wildlife with specific requirements for high canopy cover (e.g., northern goshawk, Sierra Nevada snowshoe hare) are present within a treatment area, then tree or shrub canopy cover within existing suitable areas would be retained at the percentage preferred by the species (as determined by expert opinion, published habitat association information, or other documented standards that are commonly accepted) such that the habitat function is maintained ○ A qualified RPF or biologist would determine if, after implementation of the impact avoidance measures listed above, the habitat function would remain for the affected species after implementation of the treatment ○ The qualified RPF or biologist may consult with CDFW and/or USFWS for technical information regarding habitat function • A qualified RPF or biologist with knowledge of the special-status wildlife species habitat and life history would review the treatment design and applicable impact minimization measures (potentially including others not listed above) to determine if the anticipated residual effects of the treatment would be significant under CEQA because implementation of the treatment would not maintain habitat function of the special-status wildlife species' habitat or because the loss of special-status wildlife would substantially reduce the number or restrict the range of a special-status wildlife species ○ If the project proponent determines the impact on special-status wildlife would be less than significant, no further mitigation would be required ○ If the project proponent determines that the loss of special-status wildlife or degradation of occupied habitat would be significant under				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
CEQA after implementing feasible treatment design alternatives and impact minimization measures, then MM BIO-2c would be implemented The only exception to this mitigation approach is in cases where it is determined by a qualified RPF or biologist that the non-listed special-status wildlife would benefit from treatment in the occupied habitat area even though some of the non-listed special-status wildlife may be killed, injured, or disturbed during treatment activities. For a treatment to be considered beneficial to non-listed special-status wildlife, the qualified RPF or biologist would demonstrate with substantial evidence that habitat function is reasonably expected to improve with implementation of the treatment (e.g., by citing scientific studies demonstrating that the species [or similar species] has benefitted from increased sunlight due to canopy opening, eradication of invasive species, or otherwise reduced competition for resources), and the substantial evidence would be included in the PSA. If it is determined that treatment activities would be beneficial to special-status wildlife, no compensatory mitigation would be required. The qualified RPF or biologist may consult with CDFW and/or USFWS for technical information regarding the determination that a non-listed special-status species would benefit from the treatment. *Project-Specific Measures* *<u>Northwestern pond turtle</u>* *To avoid impacts on northwestern pond turtle, focused visual encounter surveys will be incorporated with pre-treatment surveys within suitable habitat to detect species and potentially suitable burrows. Surveys would be conducted within approximately 1,500 feet of aquatic habitat (e.g., streams, ponds). If upland habitat with suitable burrows/nest sites for northwestern pond turtle is detected, the qualified RPF or biologist would inspect the burrow to determine whether it is occupied. If northwestern pond turtle is detected or assumed present, MM BIO-2b for these species would be implemented.* *Within suitable habitat where northwestern pond turtle is detected or assumed present, following measures would be implemented:* • *Mechanized operations would be shut down when the precipitation threshold is met, and the shutdown period would begin once the precipitation event has ended*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

• *If treatment activities occur within or adjacent to suitable or occupied habitat for special-status aquatic reptile and amphibians, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers*
  ○ *MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment"*
• *If impacts would remain significant under CEQA and the Project proponent determines that additional mitigation is necessary to reduce significant impacts, MM BIO-2c would be required, and incidental take permitting under CESA may be required pursuant to consultation with CDFW*
• *If a special-status aquatic reptile or amphibian enters the Project site during treatment activities, all work would stop within a non-disturbance buffer around the individual as determined by a qualified RPF or biologist*
  ○ *Treatment activities would cease within the buffer until the animal leaves on its own volition*
• *All contractors, their employees, and agency personnel involved in the implementation of the Project would check for the presence of sensitive wildlife under or next to stationary vehicles prior to operating their vehicles*
  ○ *If a special-status reptile or amphibian is found, the qualified RPF or biologist would determine necessary next steps to avoid impact*
• *Pile burning treatment would avoid potential refugia for special-status aquatic reptile and amphibian species*
• *Within suitable habitat, heavy equipment, including mowing equipment which may collapse burrows, would be utilized exclusively from stable operating surfaces such as established roads and trails*
 	
<u>Burrowing Owl</u>				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
If burrowing owl is detected during focused surveys or assumed present, a no-disturbance buffer would be established around the den or habitat assumed to be occupied, the size of which would be determined by the qualified RPF or biologist, and no treatment activities would occur within this buffer. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." If any individual of this species is detected during pre-activity surveys or work, the animal would be allowed to leave the area of its own volition. *<u>Special-Status Avian Species</u>* *If it is infeasible to avoid vegetation treatment within nesting season, only manual treatment would be permitted, and a RPF or biological monitor would be available during treatment activities. If work occurs within the vicinity of an active nest, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." A biological monitor would be present on-site during work within the vicinity of raptor, eagle, or special-status bird nests. No trees containing raptor nests would be removed. Additionally, trees containing golden eagle nests would not be removed pursuant to the Bald and Golden Eagle Protection Act.* *<u>Special-Status Bats: Pallid bat and Townsend's big-eared bat</u>*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Due to the difficulty of detecting bats during traditional daytime surveys, pre-treatment bat surveys would incorporate identifying potential bat habitat and roosting structures. If potentially suitable roosting structures occur in Project areas, a qualified bat biologist would conduct a Level 1 survey (year-round) for evidence of bat occupation, specifically looking for signs of day-roosting such as fecal matter, staining, and carcasses. Based on the results of Level 1 surveys, day and night emergence Level 2 surveys would be performed (April 1 to September 15). If special-status bat roosts are detected during focused surveys, a no-disturbance buffer of 250 feet would be established around active pallid bat, Townsend's big-eared bat, and other special-status bat roosts, and mechanical treatments, manual treatments, and broadcast and pile burning would not occur within this buffer. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." *Bats may be excluded from roost locations by a qualified bat biologist or under the direct advisory of a qualified bat biologist from roosting structures in the work area only during the periods from mid-February until mid-April (hibernation) and from late August until mid-October (to avoid hibernation and maternity season). Bat elimination would follow BMPs and must include the combination of two actions: 1) careful blockage of all openings that are large enough to allow bats to enter and 2) installation of one-way valves placed on the actively used openings to allow the bats to fly outside as they normally would but not to re-enter. After 7–10 days, the one-way valves are removed, and the remaining openings are blocked or sealed. Bat exclusion must be overseen by a qualified bat biologist.* *<u>San Francisco Dusky-Footed Woodrat</u>*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

If a San Francisco dusky-footed woodrat nest is identified during focused surveys, a minimum 10-foot no-disturbance buffer would be established around the nest which would be assumed to be occupied. This buffer would include surrounding vegetation, including the vegetative canopy above the nest. The size of the buffer would be determined by the qualified RPF or biologist, and no treatment activities would occur within this buffer. If any individual of this species is detected during pre-activity surveys or work, the animal would be allowed to leave the area of its own volition.
 	
Nests that are deemed hazardous by the Project proponent, such as those creating ladder fuels, may be dismantled under the supervision of a qualified biologist using a phased approach that allows woodrats to safely disperse. The following additional measures would be implemented when dismantling a woodrat nest:
• *Prior to any nest removal, safety measures would be employed to minimize potential human exposure to possible diseases carried by woodrats*
  ○ *Adequate protection, such as protective clothing, equipment and tools, gloves, and appropriate masks, to ensure safety regarding viruses and diseases potentially carried by rodents, is recommended.*
• *Vegetation immediately surrounding each nest to be removed would be cleared without disturbing the nest to prevent displaced woodrats from taking cover in dense vegetation within the work area*
  ○ *All vegetation would be hauled off-site immediately. No brush piles or dense understory vegetation that could be used for cover by woodrats would be retained in the nest removal area after the nest is removed*
• *Nest removal efforts would not take place during inclement or extreme weather conditions and would take place at dusk or dawn when woodrats are least susceptible to predators*
  ○ *Each nest would be carefully dismantled using hand tools (e.g., a rake and pitchfork)*
• *If a litter of young is found or suspected, the nest material would be replaced and the nest left alone for 2 to 3 weeks; after this time, the nest would be rechecked to verify that the young are capable of independent survival before proceeding with nest dismantling*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
American Badger *If American badger is detected during focused surveys or assumed present, a no-disturbance buffer would be established around the den or habitat assumed to be occupied, the size of which would be determined by the qualified RPF or biologist, and no treatment activities would occur within this buffer. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." If any individual of this species is detected during pre-activity surveys or work, the animal would be allowed to leave the area of its own volition.*				
MM BIO-2c: Compensate for Mortality, Injury, or Disturbance and Loss of Habitat Function for Special-Status Wildlife if Applicable (All Treatment Activities) If the provisions of MMs BIO-2a, BIO-2b, BIO-2d, BIO-2e, BIO-2f, or BIO-2g cannot be implemented and the project proponent determines that additional mitigation is necessary to reduce significant impacts, the project proponent would compensate for such impacts to species or habitat by acquiring and/or protecting land that provides (or would provide, in the case of restoration) habitat function for affected species that is at least equivalent to the habitat function removed or degraded as a result of the treatment. Compensation may include: 1. Preserving existing habitat outside of the treatment area in perpetuity; this may entail purchasing mitigation credits and/or lands from a CDFW- or USFWS-approved entity in sufficient quantity to offset the residual significant impacts, generally at a ratio of 1:1 for habitat; and 2. Restoring or enhancing existing habitat within the treatment area or outside of the treatment area (including decommissioning roads, adding perching structures, removing existing perching structures, or removing existing movement barriers or other existing features that are adversely affecting the species).	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
The project proponent would prepare a Compensatory Mitigation Plan that identifies the residual significant effects that require compensatory mitigation and describes the compensatory mitigation strategy being implemented to reduce residual effects, and: 1. For preserving existing habitat outside of the treatment area in perpetuity, the Compensatory Mitigation Plan would include a summary of the proposed compensation lands (e.g., the number and type of credits, location of mitigation bank or easement), parties responsible for the long-term management of the land, and the legal and funding mechanisms for long-term conservation (e.g., holder of conservation easement or fee title). The project proponent would submit evidence that the necessary mitigation has been implemented or that the project proponent has entered into a legal agreement to implement it and that compensatory habitat would be preserved in perpetuity. 2. For restoring or enhancing habitat within the treatment area or outside of the treatment area, the Compensatory Mitigation Plan would include a description of the proposed habitat improvements, success criteria that demonstrate the performance standard of maintained habitat function has been met, legal and funding mechanisms, and parties responsible for long-term management and monitoring of the restored habitat. Review requirements are as follows: • The project proponent would consult with CDFW and/or any other applicable responsible agency prior to finalizing the Compensatory Mitigation Plan in order to satisfy that responsible agency's requirements (e.g., permits, approvals) within the plan • For species listed under ESA or CESA or a California Fully Protected Species, the project proponent would submit the mitigation plan to CDFW and/or USFWS/NOAA Fisheries for review and comment • For other special-status wildlife species, the project proponent may consult with CDFW and/or USFWS regarding the availability and applicability of compensatory mitigation and other related technical information				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Compensatory mitigation may be satisfied through compliance with permit conditions, or other authorizations obtained by the project proponent (e.g., incidental take permit), if these requirements are equally or more effective than the mitigation identified above.				

MM BIO-2d: Implement Protective Measures for Valley Elderberry Longhorn Beetle (All Treatment Activities)
 	
If elderberry shrubs within the documented range of valley elderberry longhorn beetle are identified during review and surveys for SPR BIO-1, and valley elderberry longhorn beetle or likely occupied suitable elderberry habitat (e.g., within riparian, within historic riparian, containing exit holes) is confirmed to be present during protocol-level surveys following the protocol outlined in USFWS 2017 per SPR BIO-10, the following protective measures would be implemented to avoid and minimize impacts to valley elderberry longhorn beetle:
 	
• If elderberry shrubs are 165 feet or more from the treatment area and treatment activities would not encroach within this distance, direct or indirect impacts are not expected, and further mitigation is not required
• If elderberry shrubs are located within 165 feet of the treatment area, the following measures would be implemented:
  ○ A minimum avoidance area of at least 20 feet from the dripline of each elderberry plant would be fenced or flagged and maintained to avoid direct impacts (e.g., damage to root system) that could damage or kill the plant, with the exception of the following activities:
  ▪ Manual trimming of elderberry shrubs would only occur between November and February and would avoid removal of any branches or stems that are greater than or equal to 1 inch in diameter to avoid and minimize adverse effects on valley elderberry longhorn beetle
  ▪ Manual or mechanical vegetation treatment within the drip line of any elderberry shrub would be limited to the season when adults are not active (August–February), would be limited to methods that do not cause ground disturbance, and would avoid damaging the elderberry
	Initial Treatment: N
	Treatment Maintenance: N
		N/A	N/A	N/A

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ A qualified RPF, biologist, or biological technician familiar with valley elderberry longhorn beetle and its life history would monitor the work area to verify the avoidance and minimization measures are implemented ▪ The qualified RPF, biologist, or biological technician would have the authority to stop any treatment activities that could result in potential adverse effects to valley elderberry longhorn beetle If the project proponent cannot implement the measures above to avoid mortality, injury, or disturbance of valley elderberry longhorn beetle or degradation of occupied habitat such that its function would not be maintained, the project proponent would implement MM BIO-2c.				
MM BIO-2e: Design Treatment to Retain Special-Status Butterfly Host Plants (All Treatment Activities) If federally listed butterflies are identified as occurring or having potential to occur during review and surveys for SPR BIO-1 and confirmed during protocol-level surveys per SPR BIO-10, then the following measures would be implemented: • Treatment areas within the range of these species would be surveyed for the host plant for each species (Table 3.6-34) • Host plants for federally listed butterflies within the occupied habitat would be marked with high-visibility flagging, fencing, or stakes, and no treatment activities would occur within 10 feet of these plants • Because prescribed herbivory could result in the indiscriminate removal of the host plants for federally listed butterflies, this treatment type would not be used within occupied habitat of any federally listed butterfly species, unless it is known that the host plant is unpalatable to the herbivore • Treatment areas that are not occupied but are within the range of the federally listed butterfly would be divided into as many treatment units as feasible such that the entirety of the habitat is not treated within the same year • Treatments would be conducted in a patchy pattern to the extent feasible in areas that are not occupied but are within the range of the federally listed	Initial Treatment: Y Treatment Maintenance: Y	Before and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
butterfly, such that the entirety of the habitat is not burned or removed and untreated portions of suitable habitat are retained If the project proponent cannot implement the measures above to avoid mortality, injury, or disturbance of federally listed butterflies or degradation of occupied habitat (host plants) such that its function would not be maintained, the project proponent would implement MM BIO-2c. **CESA- and ESA-Listed Species**. A qualified RPF or biologist would determine if, after implementation of any feasible impact avoidance measures (potentially including others not listed above), the treatment would result in mortality, injury, or disturbance, or if after implementation of the treatment, habitat function would remain for the affected species. For species listed under CESA or ESA or that are fully protected, the qualified RPF or biologist would consult with CDFW and/or USFWS regarding this determination. If consultation determines that mortality, injury, or disturbance of listed butterflies or degradation of occupied habitat such that its function would not be maintained would occur, the project proponent would implement MM BIO-2c. **Other Special-Status Species**. A qualified RPF or biologist with knowledge of the special-status species' habitat and life history would review the treatment design and applicable impact minimization measures (potentially including others not listed above) to determine if the anticipated residual effects of the treatment would be significant under CEQA because implementation of the treatment would not maintain habitat function of the special-status species' habitat or because the loss of special-status individuals would substantially reduce the number or restrict the range of a special-status species. If the project proponent determines the impact on special-status butterflies would be less than significant, no further mitigation would be required. If the project proponent determines that the loss of special-status butterflies or degradation of occupied habitat would be significant under CEQA after implementing feasible treatment design alternatives and impact minimization measures, then MM BIO-2c would be implemented.				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

The only exception to this mitigation approach is in cases where it is determined by a qualified RPF or biologist that the special-status butterfly species would benefit from treatment in the occupied habitat area even though some may be killed, injured, or disturbed during treatment activities. For a treatment to be considered beneficial to special-status butterfly species, the qualified RPF or biologist would demonstrate with substantial evidence that habitat function is reasonably expected to improve with implementation of the treatment (e.g., by citing scientific studies demonstrating that the species (or similar species) has benefitted from increased sunlight due to canopy opening, eradication of invasive species, or otherwise reduced competition for resources). If it is determined that treatment activities would be beneficial to special-status butterflies, no compensatory mitigation would be required.

Table 3.6-34 Special-Status Butterflies and Associated Host Plants

Butterfly Species	Host Plants
bay checkerspot butterfly	dwarf plantain (*Plantago virginica*), purple owl's clover (*Castilleja exserta*)
Behren's silverspot butterfly	blue violet (*Viola adunca*)
callippe silverspot butterfly	California golden violet (*Viola pedunculata*)
Carson wandering skipper	salt grass (Distichlis spicata)
El Segundo blue butterfly	seacliff buckwheat (*Eriogonum parvifolium*)
Hermes copper butterfly	spiny redberry (*Rhamnus crocea*)
Kern primrose sphinx moth	plains evening-primrose (*Camissonia contorta*), field primrose (*Camissonia campestris*)
Laguna Mountains skipper	Cleveland's horkelia (*Horkelia clevelandii*), sticky cinquefoil (*Drymocallis glandulosa*)
Lange's metalmark butterfly	naked-stemmed buckwheat (*Eriogonum nudum*)

MITIGATION MEASURES		APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
lotis blue butterfly	seaside bird's foot trefoil (*Hosackia gracilis*)				
Mission blue butterfly	lupine (*Lupinus* spp.)				
Myrtle's silverspot butterfly	blue violet				
Oregon silverspot butterfly	blue violet				
Palos Verdes blue butterfly	Santa Barbara milkvetch (*Astragalus trichopodus*), common deerweed (*Acmispon glaber*)				
San Bruno elfin butterfly	broadleaf stonecrop (*Sedum spathulifolium*), manzanita (*Arctostaphylos* spp.), huckleberry (*Vaccinuum* spp.)				
Smith's blue butterfly	seacliff buckwheat, seaside buckwheat (*Eriogonum latifolium*)				
Quino checkerspot butterfly	dwarf plantain, purple owl's clover				
Project-Specific Measures *<u>Monarch Butterfly</u>* *Pre-treatment surveys would incorporate a focused survey to identify suitable larval and overwintering habitat and all life stages of monarch butterfly. If monarch butterfly, monarch larvae host plants (e.g.,* Asclepias californica*,* A. fascicularis*,* A. speciosa*) or overwintering roost trees are detected, or the species is assumed to be present in lieu of conducting surveys, the Project proponent would avoid or minimize adverse effects on the species by avoiding treatment activities in suitable monarch habitat during overwintering or larval periods. If monarch overwintering groups or larvae are detected, an appropriate buffer would be established as determined by a qualified RPF or biologist. Avoidance buffers would be flagged by the Project proponent within which no treatment activities would occur, a qualified biologist or RPF would be available to provide guidance as needed. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment."*					

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
MM BIO-2f: Avoid Habitat for Special-Status Beetles, Flies, Grasshoppers, and Snails (All Treatment Activities) If treatment activities would occur within the limited range of any state or federally listed beetle, fly, grasshopper, or snail, and these species are identified as occurring or having potential to occur due to the presence of potentially suitable habitat during review and surveys for SPR BIO-1 and surveys for SPR BIO-10, then the following measures would be implemented: • To avoid and minimize impacts to Mount Hermon June beetle and Zayante band-winged grasshopper, treatment activities would not occur within "Sandhills" habitat in Santa Cruz County, the only suitable habitat for these species • To avoid and minimize impacts to Casey's June beetle, Delhi Sands flower-loving fly (*Rhaphiomidas terminates abdominalis*), Delta green ground beetle (*Elaphrus virisis*), Morro shoulderband snail, Ohlone tiger beetle (*Cicindela ohlone*), and Trinity bristle snail, treatment activities would not occur within habitat in the range of these species that is deemed suitable by a qualified RPF or biologist with familiarity of the species If the project proponent cannot implement the measures above to avoid mortality, injury, or disturbance to listed beetles, flies, grasshoppers, and snails, or degradation of suitable habitat such that its function would not be maintained, the project proponent would implement MM BIO-2c.	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

MM BIO-2g: Design Treatment to Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Special-Status Bumble Bees (All Treatment Activities) If special-status bumble bees are identified as occurring during review and surveys under SPR BIO-1 and confirmed during protocol-level surveys per SPR BIO-10, or if suitable habitat for special-status bumble bees is identified during review and surveys under SPR BIO-1 (e.g., wet meadow, forest meadow, riparian, grassland, or coastal scrub habitat containing sufficient floral resources within the range of the species), then the project proponent would implement the following measures, as feasible: • Prescribed burning within occupied or suitable habitat for special-status bumble bees would occur from October through February to avoid the bumble bee flight season • Treatment areas in occupied or suitable habitat would be divided into a sufficient number of treatment units such that the entirety of the habitat is not treated within the same year; the objective of this measure is to provide refuge for special-status bumble bees during treatment activities and temporary retention of suitable floral resources proximate to the treatment area • Treatments would be conducted in a patchy pattern to the extent feasible in occupied or suitable habitat, such that the entirety of the habitat is not burned or removed and untreated portions of occupied or suitable habitat are retained (e.g., fire breaks would be aligned to allow for areas of unburned floral resources for special-status bumble bees within the treatment area) • Herbicides would not be applied to flowering native plants within occupied or suitable habitat to the extent feasible during the flight season (March–September) **CESA- and ESA-Listed Species**. A qualified RPF or biologist would determine if, after implementation of feasible avoidance measures (potentially including others not listed above), the treatment would result in mortality, injury, or disturbance to the species, or if after implementation of the treatment, habitat function would remain for the affected species. For species listed under CESA or ESA or that are fully protected, the qualified RPF or biologist would consult with CDFW and/or USFWS regarding this determination. If consultation determines that mortality, injury, or disturbance of listed bumble bees (in the event the Candidate listing is confirmed) or degradation of occupied (or assumed to be occupied) habitat such that its function would not be maintained would occur, the project proponent would implement MM BIO-2c.	Initial Treatment: Y Treatment Maintenance: Y	Before and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Other Special-Status Species. A qualified RPF or biologist with knowledge of the special-status species' habitat and life history would review the treatment design and applicable impact minimization measures (potentially including others not listed above) to determine if the anticipated residual effects of the treatment would be significant under CEQA because implementation of the treatment would not maintain habitat function of the special-status species' habitat or because the loss of special-status individuals would substantially reduce the number or restrict the range of a special-status species. If the project proponent determines the impact on special-status bumble bees would be less than significant, no further mitigation would be required. If the project proponent determines that the loss of special-status bumble bees or degradation of occupied (or assumed to be occupied) habitat would be significant under CEQA after applying feasible treatment design alternatives and impact minimization measures, then MM BIO-2c would be implemented. The only exception to this mitigation approach is in cases where it is determined by a qualified RPF or biologist that the special-status bumble bee species would benefit from treatment in the occupied (or assumed to be occupied) habitat area even though some of the non-listed special-status bumble bees may be killed, injured, or disturbed during treatment activities. For a treatment to be considered beneficial to special-status bumble bee species, the qualified RPF or biologist would demonstrate with substantial evidence that habitat function is reasonably expected to improve with implementation of the treatment (e.g., by citing scientific studies demonstrating that the species (or similar species) has benefitted from increased sunlight due to canopy opening, eradication of invasive species, or otherwise reduced competition for resources), and the substantial evidence would be included in the PSA. If it is determined that treatment activities would be beneficial to special-status bumble bees, no compensatory mitigation would be required. *Project-Specific Measures*				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
CDFW (2023) issued "Survey Considerations for California Endangered Species Act (CESA) Candidate Bumble Bee Species", which offers a survey methodology for Crotch's and obscure bumble bees, among others. In lieu of or in addition to surveys, the Project proponent may choose to assume presence and rely on habitat as an indicator of presence. Crew members and contractors would be trained to identify and avoid this species if encountered, and a biologist would be available as needed to provide guidance when crews are working within suitable bumble bee habitat. If identified, these burrows would be protected with an avoidance buffer.				
MM BIO-2h: Avoid Potential Disease Transmission Between Domestic Livestock and Special-Status Ungulates (Prescribed Herbivory) The project proponent would implement the following measure if treatment activities are planned within the range of desert bighorn sheep, peninsular bighorn sheep, Sierra Nevada bighorn sheep, or pronghorn: • Prescribed herbivory activities would be prohibited within a 14-mile buffer around suitable habitat for any species of bighorn sheep within the range of these species consistent with the more stringent recommendations in the bighorn sheep recovery plan (USFWS 2007) • Prescribed herbivory activities would be avoided within the range of pronghorn where feasible (where this range does not overlap with the range of any species of bighorn sheep)	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A
MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands The project proponent would implement the following measures when working in treatment areas that contain sensitive natural communities identified during surveys conducted pursuant to SPR BIO-3: • Reference Appendix 2, Table A2 of California vegetation (Sawyer, Keeler-Wolf, and Evens 2009 or current version, including updated natural communities data online) or other best available information to determine the natural fire regime of the specific sensitive natural community type (i.e., alliance) present	Initial Treatment: Y Treatment Maintenance: Y	Before and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ The condition class and fire return interval departure of the vegetation alliances present would also be determined • Design treatments in sensitive natural communities and oak woodlands to restore the natural fire regime and return vegetation composition and structure to their natural condition to maintain or improve habitat function of the affected sensitive natural community ○ Treatments would be designed to replicate the fire regime attributes for the affected sensitive natural community or oak woodland type, including seasonality, fire return interval, fire size, spatial complexity, fireline intensity, severity, and fire type (as described in Van Wagtendonk et al. 2018 and Sawyer, Keeler-Wolf, and Evens 2009 or current version, including updated natural communities data online) ○ Treatments would not be implemented in sensitive natural communities that are within their natural fire return interval (i.e., time since last burn is less than the average time required for that vegetation type to recover from fire) or within Condition Class 1 • To the extent feasible, no fuel breaks would be created in sensitive natural communities with rarity ranks of S1 (critically imperiled) and S2 (imperiled) • To the extent feasible, fuel breaks would not remove more than 20 percent of the native vegetation relative cover from a stand of sensitive natural community vegetation in sensitive natural communities with a rarity rank of S3 (vulnerable) or in oak woodlands ○ In forest and woodland sensitive natural communities with a rarity rank of S3, and in oak woodlands, only shaded fuel breaks would be installed, and they would not be installed in more than 20 percent of the stand of sensitive natural community or oak woodland vegetation (i.e., if the sensitive natural community covers 100 acres, no more than 20 acres would be converted to create the fuel break) • Use prescribed burning as the primary treatment activity in sensitive natural communities that are fire-dependent (e.g., closed-cone forest and woodland alliances, chaparral alliances characterized by fire-stimulated, obligate seeders), to the extent feasible and appropriate based on the fire regime attributes (as				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

described in Van Wagtendonk et al. 2018 and Sawyer, Keeler-Wolf, and Evens 2009 or current version, including updated natural communities data online)
• Time prescribed herbivory to occur when non-target vegetation is not susceptible to damage (e.g., non-target vegetation is dormant or has completed its reproductive cycle for the year)
  ○ For example, use herbivores to control invasive plants growing in sensitive habitats or sensitive natural communities when sensitive vegetation is dormant but invasive plants are growing
  ○ Timing of herbivory to avoid non-target vegetation would be determined by a qualified botanist, RPF, or biologist based on the specific vegetation alliance being treated, the life forms and life conditions of its characteristic plant species, and the sensitivity of the non-target vegetation to the effects of herbivory
 	
The feasibility of implementing the avoidance measures would be determined by the project proponent based on whether implementation of this MM would preclude completing the treatment project within the reasonable period of time necessary to meet CalVTP program objectives, including but not limited to protection of vulnerable communities. If the avoidance measures are determined by the project proponent to be infeasible, the project proponent would document the reasons implementation of the avoidance strategies are infeasible in the PSA. After completion of the PSA and prior to or during treatment implementation, if there is any change in the feasibility of avoidance strategies from those explained in the PSA, this would be documented in the post-project implementation report (referred to by CAL FIRE as a Completion Report).				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
A qualified RPF or botanist with knowledge of the affected sensitive natural community would review the treatment design and applicable impact minimization measures (potentially including others not listed above) to determine if the anticipated residual effects of the treatment would be significant under CEQA because implementation of the treatment would not maintain habitat functions of the sensitive natural community or oak woodland. If the project proponent determines the impact on sensitive natural communities or oak woodlands would be less than significant, no further mitigation would be required. If the project proponent determines that the loss or degradation of sensitive natural communities or oak woodlands would be significant under CEQA after implementing feasible treatment design alternatives and impact minimization measures, then MM BIO-3b would be implemented. The only exception to this mitigation approach is in cases where it is determined by a qualified RPF or botanist that the sensitive natural community or oak woodland would benefit from treatment in the occupied habitat area even though some loss may occur during treatment activities. For a treatment to be considered beneficial to a sensitive natural community or oak woodland, the qualified RPF or botanist would demonstrate with substantial evidence that habitat function is reasonably expected to improve with implementation of the treatment (e.g., by citing scientific studies demonstrating that the community (or similar community) has benefitted from increased sunlight due to canopy opening, eradication of invasive species, or otherwise reduced competition for resources), and the substantial evidence would be included in the PSA. If it is determined that treatment activities would be beneficial to sensitive natural communities or oak woodlands, no compensatory mitigation would be required.				
MM BIO-3b: Compensate for Loss of Sensitive Natural Communities and Oak Woodlands If significant impacts on sensitive natural communities or oak woodlands cannot feasibly be avoided or reduced as specified under MM BIO-3a, the project proponent would implement the following actions: • Compensate for unavoidable losses of sensitive natural community and oak woodland acreage and function by:	Initial Treatment: N Treatment Maintenance: N	N/A	N/A	N/A

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ Restoring sensitive natural community or oak woodland functions and acreage within the treatment area ○ Restoring degraded sensitive natural communities or oak woodlands outside of the treatment area at a sufficient ratio to offset the loss of acreage and habitat function; or ○ Preserving existing sensitive natural communities or oak woodlands of equal or better value to the sensitive natural community lost through a conservation easement at a sufficient ratio to offset the loss of acreage and habitat function • The project proponent would prepare a Compensatory Mitigation Plan that identifies the residual significant effects on sensitive natural communities or oak woodlands that require compensatory mitigation and describes the compensatory mitigation strategy being implemented to reduce residual effects, and: ○ For preserving existing habitat outside of the treatment area in perpetuity, the Compensatory Mitigation Plan would include a summary of the proposed compensation lands (e.g., the number and type of credits, location of mitigation bank or easement), parties responsible for the long-term management of the land, and the legal and funding mechanism for long-term conservation (e.g., holder of conservation easement or fee title) ▪ The project proponent would submit evidence that the necessary mitigation has been implemented or that the project proponent has entered into a legal agreement to implement it and that compensatory habitat would be preserved in perpetuity ○ For restoring or enhancing habitat within the treatment area or outside of the treatment area, the Compensatory Mitigation Plan would include a description of the proposed habitat improvements, success criteria that demonstrate the performance standard of maintained habitat function has been met, legal and funding mechanisms, and parties				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
responsible for long-term management and monitoring of the restored or enhanced habitat The project proponent would consult with CDFW and/or any other applicable responsible agency prior to finalizing the Compensatory Mitigation Plan in order to satisfy that responsible agency's requirements (e.g., permits, approvals) within the plan.				

MM BIO-3c: Compensate for Unavoidable Loss of Riparian Habitat
 	
If, after implementation of SPR BIO-4, impacts to riparian habitat remain significant under CEQA, the project proponent would implement the following:
 	
• Compensate for unavoidable losses of riparian habitat acreage and function by:
  ○ Restoring riparian habitat functions and acreage within the treatment area
  ○ Restoring degraded riparian habitat outside of the treatment area;
  ○ Purchasing riparian habitat credits at a CDFW-approved mitigation bank; or
  ○ Preserving existing riparian habitat of equal or better value to the riparian habitat lost through a conservation easement at a sufficient ratio to offset the loss of riparian habitat function and value
• The project proponent would prepare a Compensatory Mitigation Plan that identifies the residual significant effects on riparian habitat that require compensatory mitigation and describes the compensatory mitigation strategy being implemented to reduce residual effects, and:
  ○ For preserving existing riparian habitat outside of the treatment area in perpetuity, the Compensatory Mitigation Plan would include a summary of the proposed compensation lands (e.g., the number and type of credits, location of mitigation bank or easement), parties responsible for the long-term management of the land, and the legal and funding mechanism for long-term conservation (e.g., holder of conservation easement or fee title)
  ▪ The project proponent would submit evidence that the necessary mitigation has been implemented or that the project proponent has entered into a legal agreement to implement it
	Initial Treatment: N
	Treatment Maintenance: N
		N/A	N/A	N/A

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
and that compensatory plant populations would be preserved in perpetuity ○ For restoring or enhancing riparian habitat within the treatment area or outside of the treatment area, the Compensatory Mitigation Plan would include a description of the proposed habitat improvements, success criteria that demonstrate the performance standard of maintained habitat function has been met, legal and funding mechanisms, and parties responsible for long-term management and monitoring of the restored or enhanced habitat The project proponent would consult with CDFW and/or any other applicable responsible agency prior to finalizing the Compensatory Mitigation Plan to satisfy that responsible agency's requirements (e.g., permits, approvals) within the plan. Compensatory mitigation may be satisfied through compliance with permit conditions, or other authorizations obtained by the project proponent (e.g., Lake and Streambed Alteration Agreement), if these requirements are equally or more effective than the mitigation identified above.				
MM BIO-4: Avoid State and Federally Protected Wetlands Impacts to wetlands would be avoided using the following measures: • The qualified RPF or biologist would delineate the boundaries of federally protected wetlands according to methods established in the USACE wetlands delineation manual (Environmental Laboratory 1987) and the appropriate regional supplement for the ecoregion in which the treatment is being implemented • The qualified RPF or biologist would delineate the boundaries of wetlands that may not meet the definition of waters of the United States, but would qualify as waters of the state, according to the state wetland procedures (California Water Boards 2019 or current procedures) • A qualified RPF or biologist would establish a buffer around wetlands and mark the buffer boundary with high-visibility flagging, fencing, stakes, or clear, existing landscape demarcations (e.g., edge of a roadway) ○ The buffer would be a minimum width of 25 feet but may be larger if deemed necessary	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ The appropriate size and shape of the buffer zone would be determined in coordination with the qualified RPF or biologist and would depend on the type of wetland present (e.g., seasonal wetland, wet meadow, freshwater marsh, vernal pool), the timing of treatment (e.g., wet or dry time of year), whether any special-status species may occupy the wetland and the species' vulnerability to the treatment activities, environmental conditions and terrain, and the treatment activity being implemented • A qualified RPF or biological technician would periodically inspect the materials demarcating the buffer to confirm that they are intact and visible, and wetland impacts are being avoided • Within this buffer, herbicide application is prohibited • Within this buffer, soil disturbance is prohibited ○ Accordingly, the following activities are not allowed within the buffer zone: mechanical treatments, prescribed herbivory, equipment and vehicle access or staging • Only prescribed (broadcast) burning may be implemented in wetland habitats if it is determined by a qualified RPF or biologist that: ○ No special-status species are present in the wetland habitat ○ The wetland habitat function would be maintained ○ The prescribed burn is within the normal fire return interval for the wetland vegetation types present ○ Fire containment lines and pile burning are prohibited within the buffer No fire ignition (nor use of associated accelerants) would occur within the wetland buffer.				
MM BIO-5: Retain Nursery Habitat and Implement Buffers to Avoid Nursery Sites The project proponent would implement the following measures while working in treatment areas that contain nursery sites identified in surveys conducted pursuant to SPR BIO-10: • **Retain Known Nursery Sites**: A qualified RPF or biologist would identify the important habitat features of the wildlife nursery and, prior to treatment	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY

activities, would mark these features for avoidance and retention during treatment
• **Establish Avoidance Buffers**: The project proponent would establish a non-disturbance buffer around the nursery site if activities are required while the nursery site is active/occupied
  ○ The appropriate size and shape of the buffer would be determined by a qualified RPF or biologist, based on potential effects of project-related habitat disturbance, noise, visual disturbance, and other factors
  ○ No treatment activity would commence within the buffer area until a qualified RPF or biologist confirms that the nursery site is no longer active/occupied
  ○ Monitoring of the effectiveness of the non-disturbance buffer around the nursery site by a qualified RPF, biologist, or biological technician during and after treatment activities would be required
  ○ If treatment activities cause agitated behavior of the individual(s), the buffer distance would be increased, or treatment activities modified until the agitated behavior stops
  ○ The qualified RPF, biologist, or biological technician would have the authority to stop any treatment activities that could result in potential adverse effects to special-status species
Project-Specific Measures
Pre-treatment surveys would be combined with a focused nesting (birds) and maternity roost (bats) survey during appropriate breeding season within the project footprint and at minimum 50-foot buffer.
Nesting Birds				

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Pre-treatment surveys would incorporate a focused nesting survey during nesting season to identify active nests within the Project footprint and would be performed by qualified RPF or biologist. Nesting bird surveys would occur no more than 7 days prior to work to ensure that no nests would be disturbed during treatment activities. If work pauses for more than 7 days, a follow-up survey would be conducted by qualified RPF or biologist prior to the restarting of work. Appropriate survey areas would be determined by the qualified RPF or biologist depending on the Project footprint, type of activity proposed, and suitable habitat for nesting birds. Surveys would be conducted during periods of high bird activity (i.e., 1–3 hours after sunrise and 1–3 hours before sunset) and under suitable weather conditions for detecting nesting birds. If the qualified RPF or biologist determines that visibility is significantly obstructed due to on-site conditions (e.g., access issues, rain, fog, smoke, or sound disturbance [including high wind]), surveys would be deferred until conditions are suitable for nest detection. Should the qualified RPF or biologist encounter an active nest of a migratory bird species, the biologist would establish an avoidance buffer of at least 50 feet until the nest is fledged or deemed inactive. If it is infeasible to avoid vegetation treatment within nesting season, only manual treatment would be permitted, and the Project proponent will work closely with a qualified RPF or biologist. A biological monitor would be present on-site for work within the vicinity of raptor or eagle nests. No trees containing raptor nests would be removed.				
Greenhouse Gas Emissions				
MM GHG-2. Implement GHG Emission Reduction Techniques During Prescribed Burns When planning for and conducting a prescribed burn, project proponents implementing a prescribed burn would incorporate feasible methods for reducing GHG emissions, including the following, which are identified in NWCG (2020): • Reduce the total area burned by isolating and leaving large fuels (e.g., large logs, snags) unburned • Reduce the total area burned through mosaic burning; • Burn when fuels have a higher fuel moisture content; • Reduce fuel loading by removing fuels before ignition	Initial Treatment: Y Treatment Maintenance: Y	Prior and during	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
○ Methods to remove fuels include mechanical treatments, manual treatments, prescribed herbivory, and biomass utilization; and • Schedule burns before new fuels appear As the science evolves, other feasible methods or technologies to sequester carbon could be incorporated, such as conservation burning, a technique for burning woody material that reduces the production of smoke particulates and carbon released into the atmosphere and generates more biochar. Biochar is produced from the material left over after the burn and spread with compost to increase soil organic matter and soil carbon sequestration. Technologies to reduce greenhouse gas emissions may also include portable units that perform gasification to produce electricity or pyrolysis that produces biooil that can be used as liquid fuel and/or syngas that can be used to generate electricity. The project proponent would document in the Burn Plan required pursuant to SPR AQ-3 which methods for reducing GHG emissions can feasibly be integrated into the treatment design.				
Hazardous Materials, Public Health, and Safety				
MM HAZ-3: Identify and Avoid Known Hazardous Waste Sites	Initial Treatment: Y Treatment Maintenance: Y	Prior	The City of Pleasanton	The City of Pleasanton

MITIGATION MEASURES	APPLICABLE? (Y/N)	TIMING	IMPLEMENTING ENTITY	VERIFYING/ MONITORING ENTITY
Prior to the start of vegetation treatment activities requiring soil disturbance (i.e., mechanical treatments) or prescribed burning, CAL FIRE and other project proponents would make reasonable efforts to check with the landowner or other entity with jurisdiction (e.g., California Department of Parks and Recreation) to determine if there are any sites known to have previously used, stored, or disposed of hazardous materials. If it is determined that hazardous materials sites could be located within the boundary of a treatment site, the project proponent would conduct a DTSC EnviroStor web search (https://www.envirostor.dtsc.ca.gov/ public/) and consult DTSC's Cortese List to identify any known contamination-sites within the Project site. If a proposed mechanical treatment or prescribed burn is located on a site included on the DTSC Cortese List as containing potential soil contamination that has not been cleaned up and deemed closed by DTSC, the area would be marked, and no prescribed burning or soil disturbing treatment activities would occur within 100 feet of the site boundaries. If it is determined through coordination with landowners or after review of the Cortese List that no potential or known contamination is located on a Project site, the project may proceed as planned.				
Noise				
MM NOI-1: Avoid Conflicts with Local Noise Ordinances During Prescribed Herbivory Prior to commencing prescribed herbivory treatments, The City would post signs including contact information, including a daytime telephone number, of the project representative, who may be contacted regarding noise complaints. The City would take into consideration future use of herbivory treatments in areas that receive noise complaints and may adjust the limits of treatment areas to be further from sensitive receptors.	Y	Prior, During	The City of Pleasanton	The City of Pleasanton

Attachment B

Cultural Resources Report (Confidential)

[placeholder]

Attachment C

Statement of Overriding Considerations

[placeholder]

Project-Specific California Environmental Quality Act Findings and Statement of Overriding Considerations

INTRODUCTION

The City of Pleasanton, referred to herein as "Project Proponent," in the exercise of its independent judgment, makes and adopts the following findings regarding its decision to approve the Augustin Bernal Community Park Fuel Reduction Project, referred to herein as "vegetation treatment project," within the scope of the California Vegetation Treatment Program (CalVTP). This document has been prepared in accordance with the California Environmental Quality Act (CEQA; Pub. Resources Code, Sections 21000 et seq.) and the CEQA Guidelines (Cal. Code Regs., Tit. 14, Sections 15000 et seq.).

STATUTORY REQUIREMENTS FOR FINDINGS

Public Resources Code section 21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects[.]" The same section provides that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects" (Pub. Resources Code, Section 21002). Section 21002 goes on to provide that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof."

The mandate and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which Environmental Impact Reports (EIRs) are required (see Pub. Resources Code, Section 21081, subd. [a]; CEQA Guidelines, Section 15091, subd. [a]). For each significant environmental effect identified in an EIR for a project, the approving agency must issue a written finding reaching one or more of three permissible conclusions per CEQA Guidelines, Section 15091, subd. (a), and Pub. Resources Code, Section 21081, subd. (a):

1. Changes or alterations have been required in, or incorporated into, the project that avoid or substantially lessen the significant environmental effect as identified in the final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors" (see also *Citizens of Goleta Valley v. Bd. of Supervisors* [1990] 52 Cal.3d 553, 565).

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a Statement of Overriding Considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects" (CEQA Guidelines, Sections 15093, 15043, subd. (b); see also Pub. Resources Code, Section 21081, subd. (b)). The California Board of Forestry and Fire Protection (the Board) adopted Findings and a Statement of Overriding Considerations on December 30, 2019.

Here, as explained in the Board's Findings, the Draft Program EIR (Draft PEIR), and the Final PEIR (collectively, the "PEIR"), the CalVTP would result in significant and unavoidable environmental effects to Aesthetics; Air Quality; Archaeological, Historical, and Tribal Cultural Resources; Biological Resources; Greenhouse Gas Emissions; Transportation; and Public Services, Utilities, and Service Systems. For reasons set forth in the Board's Statement of Overriding Considerations, however, the Board determined that overriding economic, social, and other considerations outweigh the significant, unavoidable effects of the CalVTP.

When a responsible agency approves a vegetation treatment project using a within the scope finding for all environmental impacts, it must adopt its own CEQA findings, pursuant to Section 15091 of the CEQA Guidelines and, if needed, a statement of overriding considerations, pursuant to Section 15093 of the CEQA Guidelines (see CEQA Guidelines Section 15096[h]). According to case law, a responsible agency's findings need only address environmental impacts "within the scope of the responsible agency's jurisdiction" (*Riverwatch v. Olivenhain Municipal Water District* [2009] 170 Cal.App.4th 1186, 1202). Although each responsible agency must adopt its own findings, such agencies have the option of reusing, incorporating, or adapting all or part of the findings adopted by the Board for the CalVTP PEIR to meet the agency's own requirements to the extent the findings are applicable to the proposed vegetation treatment project. The following document sets forth the required findings for an agency's project-specific approval that relies on and implements the CalVTP PEIR.

The Project Proponent adopts these findings to document its exercise of its independent judgment regarding the potential environmental effects analyzed in the PEIR and to document its reasoning for approving the vegetation treatment project under the CalVTP in spite of these effects.

BACKGROUND AND PROJECT DESCRIPTION

PD-3: Project Description

The proposed project would create and maintain a 162-acre reduced fuel zone in the San Francisco East Bay within and adjacent to the Augustin Bernal Community Park, located in the high fire hazard severity zone on Pleasanton Ridge in Alameda County, California (Figures C-1 and C-2; CAL FIRE 2022). The Project would be implemented on

land owned and/or managed by the Project Proponent, Golden Eagle Estates, and East Bay Regional Park District at elevations between approximately 600 feet and 1620 feet. The Project is within Augustin Bernal Community Park, adjacent to the unincorporated community of Kilkare Woods and the neighborhoods of Golden Eagle Estates and The Club at Castlewood. The Project starts southwest of the City of Pleasanton, Alameda County, from the start of Long View Trail between Longview Drive and Longview Lane, extending southeast to the Golden Eagle Trail entrance off Golden Eagle Way, adjacent to Castlewood Country Club, then expanding west to the top of Pleasanton Ridge. A small portion of the western portion of the Project is within Pleasanton Ridge Regional Park.

While the project footprint includes 69.5 acres of land mapped as treatable landscape by the CalVTP, it also includes 92.5 acres not included in the CalVTP treatable landscape (Figure C-3). Treatment types and treatment activities would be consistent throughout the project footprint regardless of whether it has been mapped as treatable landscape. Treatment types and activities would be contingent upon site conditions, accessibility, and fuels management needs to achieve the shaded fuel break. This project proposes two treatment types consistent with the CalVTP PEIR: fuel breaks and Wildland-Urban Interface (WUI) fuel reduction. The Project's proposed treatment activities would be consistent with those described in the CalVTP PEIR: manual treatment, mechanical treatment, prescribed burning (broadcast and pile), prescribed herbivory, and herbicide (spot treatment).

The project footprint and surrounding area have a wildfire hazard risk that is considered by CAL FIRE to be "high" to "very high." Wildfire hazard risk is attributed to widespread invasive, noxious, fire-hazardous vegetation; decades of dead vegetation accumulation; over a century of fire suppression; and the increased risk of anthropogenic ignition associated with dense urban development (CAL FIRE 2023). The desired result of the Project is to restore fuel loads to more natural levels that can be maintained through prescribed fire and other methods. The Project would reduce excess and ladder fuels within an approximately 200-foot-wide shaded fuel break and WUI, creating safer fire road access for first responders and community members.

The Project follows a route throughout the landscape that supports a strategic approach to wildfires in the WUI. Project implementation would not stop fire spread during periods of strong, warm, downslope winds with low relative humidity (i.e., Foehn winds), when pieces of burning material can be blown across fuel breaks. However, the Project would provide safer access and a point from which firefighting resources can "anchor" to conduct suppression activities, and it would increase the construction rate of fire lines while simultaneously reducing the amount of air-delivered fire retardant required to coat vegetation effectively. Slowing down the spread of wildfire would provide additional time for an effective community evacuation. Fuels work done on the Project would also provide an area largely cleared of vegetative fuels, which can act as a muster point for any persons within the park during incipient wildfire activity.

Uncontrolled wildfire is associated with environmental degradation impacts, such as increased greenhouse (GHG) emissions and habitat loss. This project would reduce dangerous wildfire fuels in a deliberate manner designed to minimize environmental impacts to wildlife and protected plants.

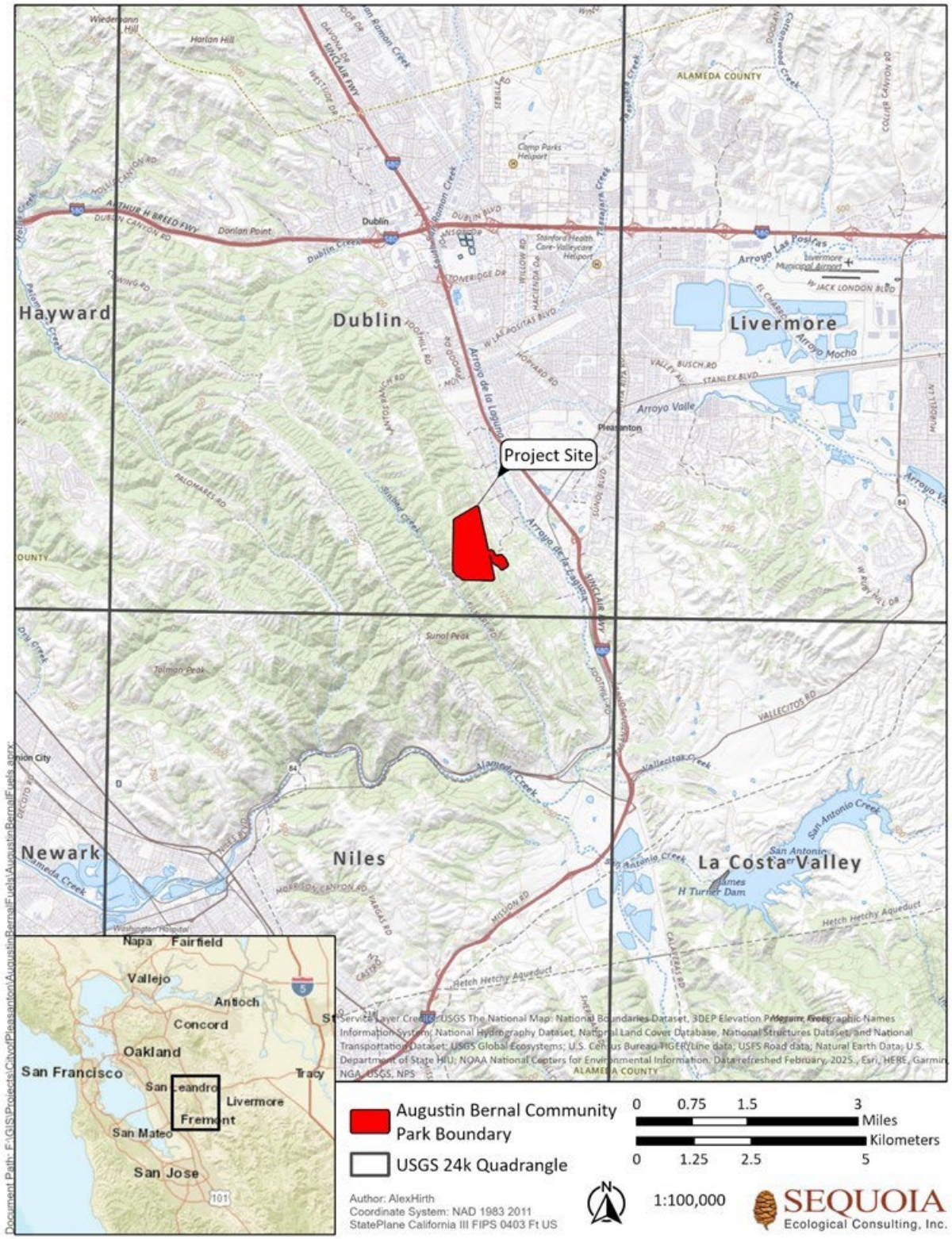


Figure C-1. Regional setting map of the Augustin Bernal Community Park Fuel Reduction Project site.

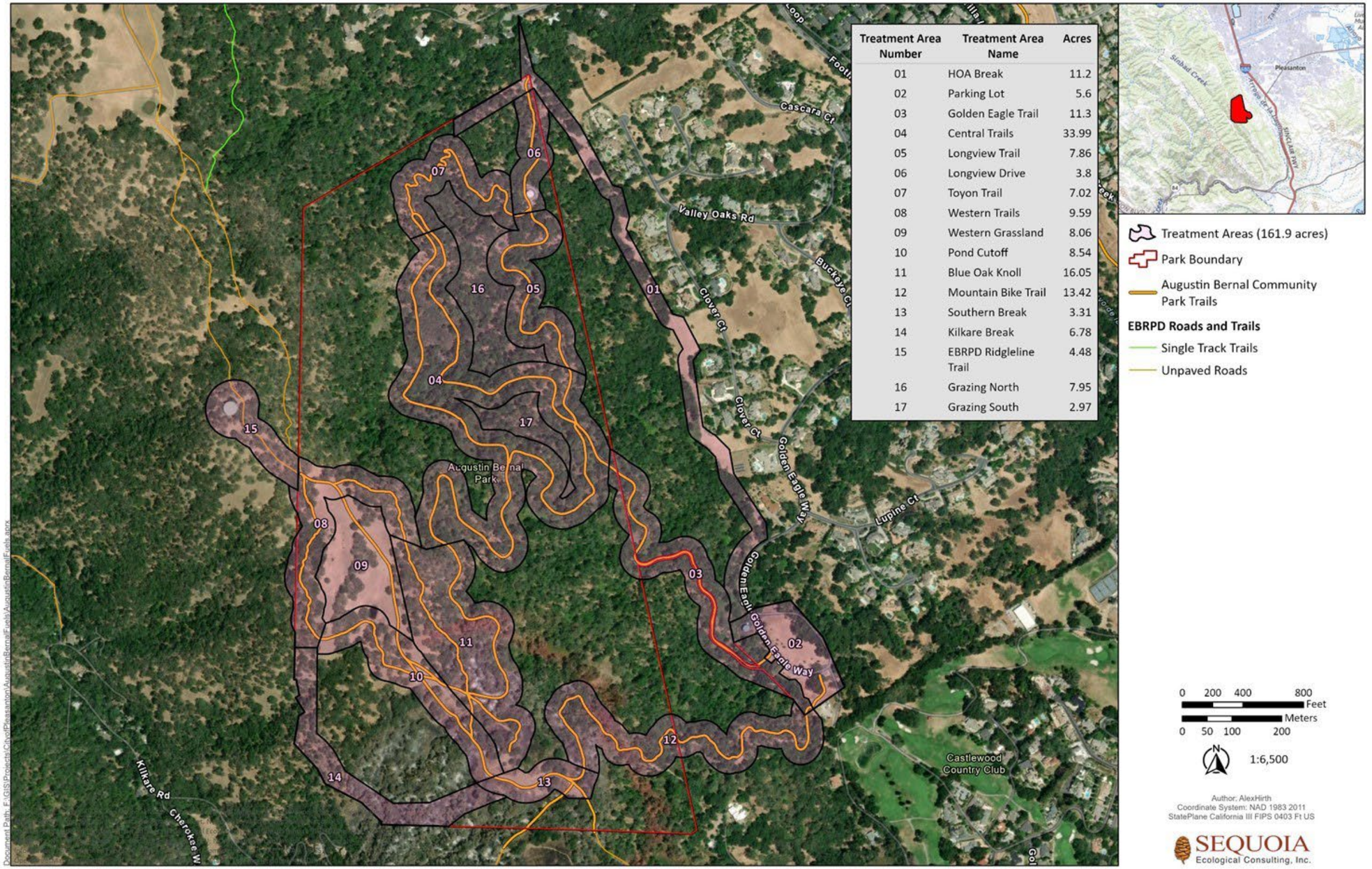


Figure C-2. Treatment areas map of the Augustin Bernal Community Park Fuel Reduction Project site.

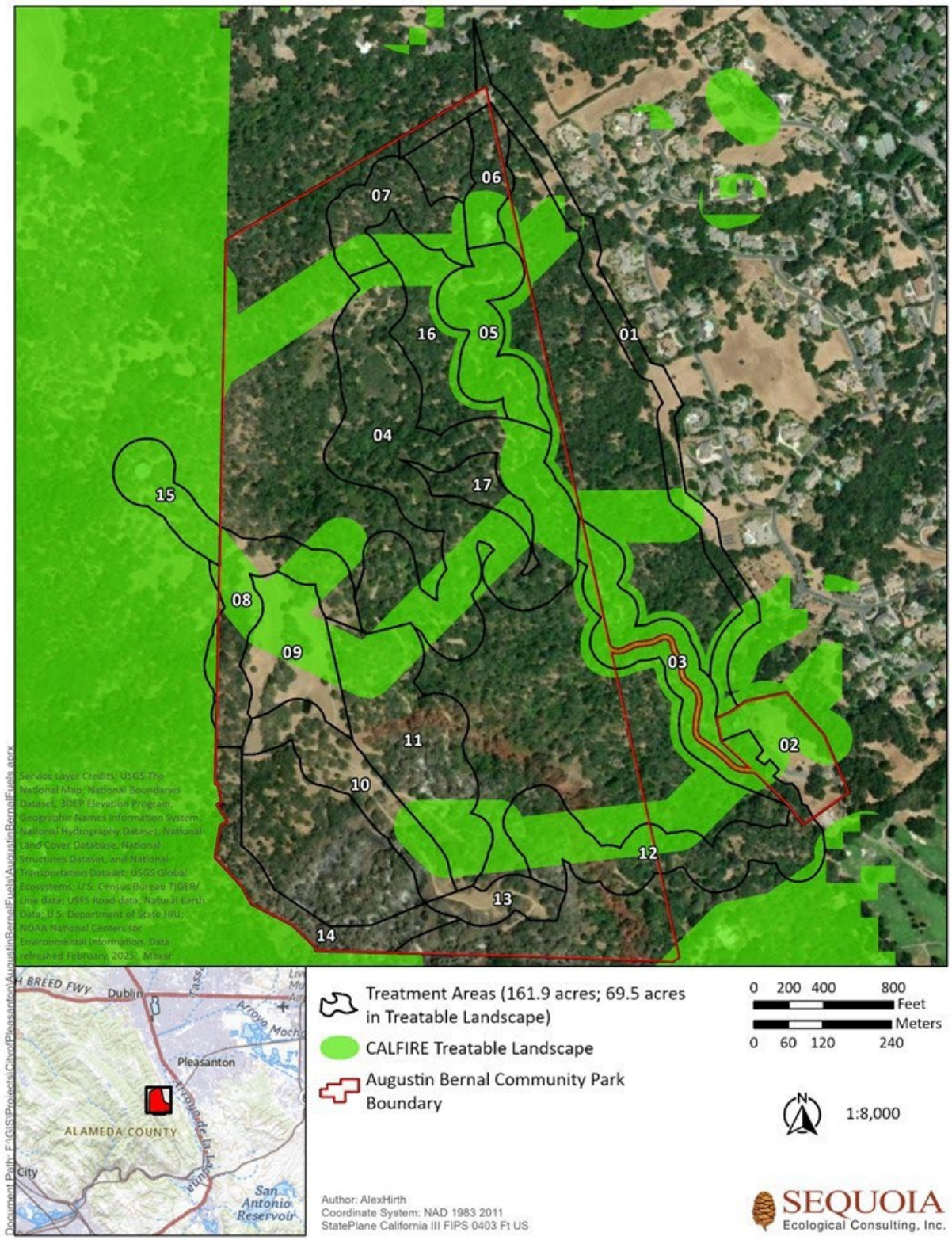


Figure C-3. Treatable landscape on the Augustin Bernal Community Park Fuel Reduction Project site.

Treatment types and activities described in the CalVTP aim to mimic conditions that exist in a natural environment where natural fires would have occurred. Strategic fuel removal would concentrate on areas of high fuel concentrations and disrupt the horizontal and vertical continuity of fuel beds.

Biological diversity in the area would be maintained by promoting conditions that favor native plant and animal species. Forest health would be improved through enhancing native, fire-resilient plant communities, primarily through ladder fuel and weed removal, opening space for native plants to return. Healthy mature trees and scrub dominating the canopy would be thinned out and retained, reducing new brush and understory growth while preserving the carbon sequestration function. Biomass would be strategically diminished in open grassy areas.

In addition to the project treatment types and activities being consistent with the CalVTP, the Project Proponent follows CAL FIRE's best management practices (BMPs), which include identifying and avoiding sensitive resources to ensure environmental protection when designing and constructing fuels reduction projects. The Diablo FireSafe Council compiled the "Community Wildfire Protection Plan Alameda County" (DFSC 2025). This document examines and describes fuels management strategies to avoid impacts to sensitive resources. Implementation of these BMPs, in combination with the CalVTP's Specific Project Requirements (SPRs) and mitigation measures (MMs), would protect lives, property, and natural resources while implementing fuels reduction activities.

PD 3.1: Treatment Types

The proposed project would utilize two treatment types in combination to create fuel break and reduction for firefighting resources to contain or stop a fire: WUI fuel reduction and fuel break. Strategic placement of the WUI fuel break would be based upon the prevailing vegetation types, topographic characteristics, environmental considerations, and surrounding land uses. Fuels in the project area are primarily heavy loads of oak (*Quercus* spp.), coyote brush (*Baccharis pilularis*), sticky monkey flower (*Diplacus aurantiacus*), sage (*Artemisia* spp.), poison oak (*Toxicodendron diversilobum*), and grass: the general topography is steep with difficult access. Residential homes adjacent to the Project are primarily moderate to large in size (2,000 to 4,000 square feet) on moderate to large lots with densely intermixed vegetation. Low-income and multi-family housing are also prevalent along portions of the shaded fuel break.

The placement of the Project considered downwind areas with an active fire history that currently have inadequate evacuation routes. In many areas, ingress and egress to portions of the impacted communities are limited to a single roadway. Existing access roads are typically steep, and driveways are long in many areas. Dead ends and few turnarounds further amplify the fire risk through delays in firefighting response and extended evacuation times. In some areas, water supply for fire suppression is also limited. These conditions impact both the evacuation of at-risk portions of the community and fire suppression response. Based on a risk analysis, this project would treat hazardous fuels in the communities at greatest risk to ensure the highest return-on-investment. The Project would use a "light touch" approach with an emphasis on ladder fuel reduction adjacent to existing fire trails and roads. This approach would minimize soil disturbance, maximize production rates, and limit the impact to special-status species of both flora and fauna.

WUI and shaded fuel breaks are defined in the sections below, and they would be used in combination. Creation of the combined WUI shaded fuel break would strategically use several treatment activities based on the prevailing vegetation types, topographic characteristics, environmental considerations, and surrounding land uses. Work would be completed with minimal to no disturbance to the ground and remaining vegetation. Treatment activities by fuel type are described in more detail in Section 2.3 of the PSA.

PD-3.1.1: Wildland-Urban Interface Fuel Reduction

WUI fuel reduction involves strategic removal of vegetation to prevent or slow the spread of non-wind-driven wildfire between structures and wildlands. In areas where wildland and manmade structures overlap, higher intensity fuel reduction typical of defensible space would occur within 100 to 150 feet of manmade structures, as determined by fire professionals and based on site conditions. Beyond 100 to 150 feet from manmade structures, vegetation treatments would be implemented with lower intensity. Fuel reduction would focus primarily on removal of fire-hazardous vegetation, such as dead, dying, and diseased vegetation, including trees, invasive plants, and noxious weeds, as well as limbing up of healthy trees.

PD-3.1.2: Fuel Breaks

Fuel breaks give firefighters access to control wildfires and are useful in slowing fires before they grow beyond initial attack capabilities. Fuel breaks permit responders to reach the leading edges of a fire and protect isolated communities, and fuel breaks can stop or reduce the lateral spread of fires. In heavily wooded areas, a shaded fuel break would be implemented; the retained canopy shade would slow future growth of many grass and brush species and assist in future maintenance efforts. In suitable Alameda whipsnake (*Masticophis lateralis euryxanthus*) habitat, a "scrub island" strategy would be implemented to retain habitat function; this is discussed in more detail in later sections. Development and maintenance of a fuel reduction zone within a 100-foot-wide fuel break would extend around community structures located adjacent to undeveloped open spaces. Portions of the fuel break would extend up to a width of 400 feet based on topography, site conditions, and land management constraints.

PD-3.2.1: Treatment Activities

Treatment activities to achieve project objectives would be applied singularly or in combination, depending on site conditions and site-specific goals. The Project's proposed treatment activities are consistent with the CalVTP PEIR (Ascent Environmental 2019) and would include:

- **Prescribed Burning**: Includes broadcast burning (prescribed burning to reduce fuels over a larger area or restore fire resiliency in target fire-adapted plant communities conducted under specific conditions related to fuels, weather, and other variables) and pile burning (prescribed burning of piles of vegetative material to reduce fuel and/or remove biomass following treatment)
- **Mechanical Treatment**: Use of motorized equipment to chip vegetation and mow select areas

- **Manual Treatment**: Use of hand tools and hand-operated power tools to cut, clear, or prune herbaceous or woody species
- **Prescribed Herbivory**: Use of domestic livestock to reduce a target plant population, thereby reducing fire fuels or competition of desired plant species
- **Herbicides**: Chemical application designed to inhibit growth of target plant species

PD-3.2.1: Prescribed Burning (Broadcast)

Prescribed understory fires would mimic periodic low-intensity wildfires historically prevalent in the region and create similar structural and habitat conditions that benefit many plant and wildlife species. Gradual reintroduction of fire presents an opportunity to improve forest health, reduce critical fuel loading, improve emergency access, and regenerate a healthy ecosystem. Prescribed low-intensity surface fires (broadcast burning) would be used to control vegetation and manage fuel loads. Prescribed burning would remain within a predetermined area and would occur only with specific fuels and in safe weather conditions. Prescribed burns would be used for maintenance of treatments, and they would occur approximately every 5 years, as appropriate.

Active burns would follow environmental safety guidelines, including burning only after consideration of specific weather conditions (e.g., appropriate humidity, wind direction, etc.) and coordinating with resource agencies, such as the California Air Resources Board (CARB). Specifically, active burns would include the preparation and implementation of a burn plan, including a smoke management plan (SMP). The Project Proponent would report site conditions and request approval to burn through the Prescribed Fire Information Reporting System (PFIRS), which serves as an interface between air quality managers, land management agencies, and individuals that conduct prescribed burning in California. A prescribed burn SMP must be submitted to and approved by the Bay Area Air District (BAAD) at least 30 days prior to burning.

Prescribed burns would typically be ignited using a flamethrower from a side-by-side utility terrain vehicle, by walking with a drip torch or fusee, or via other methods, as determined by a professional. Prescribed burns are typically completed in a single day but, under certain circumstances, could be maintained for up to 1 week. On average, up to 45 workers are present on-site for a prescribed burn. Heavy equipment would typically be operated from an existing road. In anticipation of completely avoiding the federally threatened Alameda whipsnake and minimizing habitat impacts for this species on the project site, prescribed burning within highly suitable Alameda whipsnake habitat would be restricted between November 1 and March 31 or when temperatures are conducive to snake movement, which is typically when soil surface temperatures reach or exceed 66 °F (19 °C).

PD-3.2.2: Mechanical Treatment

Mechanical treatments would mow target vegetation with special care to avoid ground disturbance in sensitive habitat. Lawn mowers, or similar, would target vegetation, including standing and downed vegetation. Mechanical treatments would also be employed as a biomass disposal method to chip and broadcast woody debris. Chipping and broadcasting equipment would typically remain on existing roads and fire trails. Mechanical treatment activities would occur predominantly on slopes below 40 percent grade and along ridges, and may occur on slopes

greater than 40 percent grade with equipment that can reach target vegetation from existing road infrastructure. No mechanical treatment would occur on slopes above 50 percent grade. Mowing activity would avoid Alameda whipsnake habitat, state or federally jurisdictional waters, and riparian habitat by a no-work buffer, as defined in later sections of this document.

Typical mechanical treatments would require a team with up to 20 workers and equipment such as riding lawn mowers, bucket trucks, tow chippers, and track chippers. Typical mechanical treatments would require several days to several months to complete, depending on the size of the treatment area, steepness of terrain, and type and density of vegetation.

PD-3.2.3: Manual Treatment

Ground crews would use hand tools and hand-operated power tools, including chainsaws, hand saws, pole saws, McLeods, Pulaskis, weed pullers, weed eaters (e.g., string, plastic blades, or circular blades), brush cutters, and loppers to cut, clear, and/or prune trees, herbaceous vegetation, and woody shrubs. Where feasible, treatments would prioritize removal of invasive plants and noxious weeds. Within suitable Alameda whipsnake scrub habitat, hand-removal would prioritize removal of dead woody vegetation, dead branches, and invasive weeds. Manual treatment activities would avoid state or federally jurisdictional waters and riparian habitat by a standard buffer, as described in a later section.

Manual treatments within the project area would require several days to several months to complete, depending on the size of the treatment area, steepness of terrain, and type and density of vegetation. Manual treatment typically clears 0.3 acres or more per day, per team. Manual treatments typically require 1 or 2 hand crew teams with a total of 20 to 40 crew members present on-site.

PD-3.2.4: Prescribed Herbivory

Prescribed herbivory involves transporting, releasing, herding, and moving grazing animals, such as cattle, sheep, goats, or horses, to designated sites. Herds would be installed strategically within areas with wildlife-safe fencing and a professional shepherd, who would coordinate animal movements to prevent excessive grazing and ground disturbance. Moving livestock from one grazing ground to another would occur at a frequency based on numerous site-specific factors, including slope, density and type of vegetation, stocking rate, type of livestock, and precipitation/moisture content of vegetation. Stocking rate would vary based on species of grazer (e.g., a herd of cattle would require a larger acreage than a herd of goats of the same size). Site conditions (e.g., relative density or quantity of the vegetation to be treated, etc.) would determine herd size and the grazing time to complete the job.

Prescribed herbivory would require temporary wildlife-safe fencing where natural barriers are not present, temporary water facilities and other infrastructure (e.g., corrals, fences), and guard animals and/or a shepherd to be present on-site. Any areas identified as sensitive to grazing activity would be clearly marked on project maps,

and protection measures would be communicated to the herder and project manager, including a pre-vegetation removal field visit, as appropriate.

To prevent undesirable introduction of invasive or noxious plant species to the site, consideration would be given to where animals are coming from and whether viable seeds of undesirable species are present. As necessary, the herd would be fed a weed-free diet for an appropriate period prior to being introduced to the grazing site. Any supplemental feed brought on-site would be free of noxious weeds.

PD-3.2.5: Herbicide Application

Herbicides would be used strategically to supplement other treatment methods to prevent the spread and resprouting of invasive species within the treatment areas and along roads. Effective herbicides identified by the California Invasive Plant Council (Cal-IPC) and U.S. Department of Agriculture that are consistent with those described in the CalVTP PEIR (e.g., glyphosate and species-specific chemicals) would be applied. On-the-ground application methods include painting cut stems or stumps and using backpack hand applicators targeted on focal invasive plants; no aerial spraying or spraying from trucks would occur. No herbicide used would occur within 30 feet of aquatic habitat except for direct application to freshly cut invasive tree stumps.

Herbicide application would comply with the U.S. Environmental Protection Agency (EPA) label directions and both California Environmental Protection Agency and California Department of Pesticide Regulation label standards. All herbicide application would be performed by certified and licensed pesticide applicators in accordance with all local, state, and federal regulations. Herbicide application would not take place within 24 hours of a rain event.

PD-3.2.6: Biomass Disposal

The goal of biomass disposal is to reduce ignitable material and associated air quality impacts from wildfire, reduce brood material for harmful insects and disease, and enhance aesthetics. By reducing the available fuel in the shaded fuel break, the fuel continuity is disrupted, which slows down the spread of wildfires and decreases potential fire intensity.

Methods for managing biomass include natural decomposition (e.g., chip and broadcast, lop and scatter), hauling off-site, and pile burning. Downed woody debris may be masticated where it creates a fire hazard. To mitigate brood stratum opportunities for beetles, downed logs would not be left on-site, in accordance with California Forest Practice Rules (CAL FIRE 2019) and BMPs. Whenever feasible, natural decomposition of biomass would be preferred because: (1) forestry mulch aids in mitigating erosion and excessive soil disturbance; (2) keeping material on-site prevents the spread of disease and pathogens to other sites, with Sudden Oak Death (SOD; *Phytophthora ramorum*) being of particular concern in our region; and (3) GHG emissions are reduced by avoiding the transportation of material off-site to green waste facilities. For all these reasons, the most climate-friendly option is to leave woody biomass on-site to decompose naturally.

Natural Decomposition

Cut vegetation may be retained on-site to decompose naturally via lopping and scattering or chipping and broadcasting across the landscape. Lopping plants involves cutting a plant low to the ground and distributing the cut material. In some cases, a road-based chipper or an all-terrain vehicle and tracked towable chipper would be used to process cut vegetative materials. The vegetative material would be fed through the chipper and broadcast widely into treatment areas. Biomass would be chipped to 3 inches or smaller in size and spread up to 4 inches deep. Cut vegetation and chips would not be placed below the ordinary high water mark of aquatic features, within wetlands or riparian areas, or on top of burrows or rock piles. Understory debris chipped and scattered on-site would follow BMPs for reducing the spread of pests, disease, noxious weeds, and invasive species (see Section 2.5 of the PSA).

Hauling Off-Site

Vegetation moved off-site would be hauled to an appropriate biomass processing facility. Transported invasive plant materials would be stored in a closed container to prevent spreading during transport.

Pile Burning

Hand-cut material would be piled as “feeder piles,” with the cut stems facing in one direction in a manner to minimize any overstory scorch when the piles are restacked and burned. Most of the piles would be built in open areas of the forest floor or on the roadside. Suitable areas for pile burning are open areas away from tree canopies and power lines. Sites suitable for pile burning would depend on location of sensitive species habitat and safety guidelines (e.g., humidity, wind direction, etc.). General operations for pile burning would follow these guidelines:

- Multiple piles would be burned on a single day
- Pile size would not exceed 20 feet in diameter
- Piles would not block vehicle access on any road or trail
- Piles created within suitable Alameda whipsnake habitat and left for any significant period of time would be dismantled and re-piled prior to igniting

Pile burning would be conducted in compliance with the local authority having jurisdiction or the CAL FIRE and BAAD Regulation 5 for open burning and burn day restrictions. Burns would be coordinated with appropriate resource agencies (e.g., CARB) and would follow a burn plan that includes a smoke management plan. The City would report site conditions and request approval to burn through PFIRS, which serves as an interface between air quality managers, land management agencies, and individuals that conduct prescribed burning in California.

PD-3.3: Treatment Prescriptions by Fuel Type

The Project is divided into two distinct operations: 1) removal of ladder and ground fuels and 2) removal of ground fuels such as dead, dying, diseased, and downed vegetation, branches, and trees. Both operations would manage

excess ladder and ground fuels through a combination of treatment activities, including manual, mechanical, prescribed burning, prescribed herbivory, and herbicide spot-treatment. Resulting biomass would be pile burned, left to decompose naturally, or hauled off-site.

PD-3.3.1: Ladder and Ground Fuel Removal

Fire Trails and Roads

Ladder and ground fuels along fire trails and roads would be managed at a distance of twice the flame length indicated by the prevailing fuel model for that area. This distance would ensure the effectiveness of fire trails and roads in slowing or stopping a fire's spread during Diablo wind conditions. Trailside and roadside fuel reduction areas would provide an anchor point from which fire suppression resources would engage wildfires.

Treatment activities along fire trails and roads follow a combination of mowing and other similar mechanical means, hand crew trimming and thinning, prescribed grazing, prescribed burning, and spot herbicide treatment. The prescription would remove ladder fuels, remove or pile leaf litter and duff for pile burning, thin or remove dense brush, and trim low-hanging branches within 6 feet of the ground or a height deemed appropriate to reach site goals by a professional. Annual grass and herbaceous weeds would be mowed or grazed by cattle or goats to less than approximately 6 inches, or a height deemed appropriate to reduce fire risk and maintain habitat function by a professional.

Off-Trail and Off-Road

Beyond twice the flame length of trails/roadsides, excess ladder and ground fuel would be removed by hand crews, chippers, and mowing.

PD-3.3.2: Dead, Dying, Diseased, and Downed Trees

The second operation would remove all dead, dying, diseased, and downed vegetation, branches, and trees presenting a fuel hazard, as determined by a Registered Professional Forester (RPF). Biomass would be hauled off-site or chipped and scattered on-site dependent on size, health of tree, and access to the biomass. Downed trees would be removed or piled for winter burning.

PD-3.3.3: Habitat-Specific Prescriptions

Traditional fuel reduction methods adopt treatment activities that are typically determined by fuel type. Vegetation types for proposed treatment within the project footprint are a mosaic of blue and coastal oak woodland, coastal scrub, and annual grasslands. One other California Wildlife Habitat Relationship (CWHR) classification system vegetation type found on the project site is urban, which corresponds primarily to roads. Treatment strategies are a combination of treatment activities broadly described for each vegetation type. The treatment approach would generally follow these basic guidelines:

- Prioritize removal of invasive plants and dead woody material while retaining live native vegetation
- Hazardous trees (e.g., dead or dying trees) identified by an RPF or qualified fire professional would be removed
- Tree canopy would be retained to the greatest extent feasible while removing ladder fuels
    - Large trees (greater than approximately 6 inches in diameter at breast height [DBH]) would be limbed up to approximately 6 feet or as determined by a professional
    - Small trees and brush (less than approximately 6 inches DBH) would be removed strategically, cutting stumps to within 4 inches of bare mineral soil
    - Small trees and large shrubs in open areas that have the potential to provide shade and reduce invasive plant species would be limbed up to approximately 6 feet, or as deemed by a professional, and the canopy would be left intact
    - Tree canopy over emergency access roads would be trimmed up to approximately 15 feet from the ground, or as deemed by a professional based on site goals, to facilitate passage of emergency vehicles during a fire event
    - A 6-foot gap from the tree canopy to the nearest shrub will be maintained
- No commercial forest products would be removed

Grass Fuel Type Treatment Activities

Grass fuel type would include habitat classified as annual grassland by the CWHR. Within non-native grassland, treatment activities would cut grasses to a maximum of approximately 6 inches, achieve horizontal spacing, and reduce overall fuel loading. Prescribed herbivory, mowing, prescribed burning, and herbicide spot treatment would be strategically used in combined grass- and herb-dominated areas and in areas of shrub encroachment.

- **Prescribed Herbivory Treatment**
    - Goats, cattle, or other grazing animals would be installed strategically within areas with wildlife-safe fencing or other existing barriers
        - A professional shepherd would coordinate animal movements to prevent excessive grazing and ground disturbance
- **Mechanical Treatment Activities**
    - Mowing would be performed using riding lawn mowers, or similar, and would not be used within 50 feet of suitable Alameda whipsnake habitat
    - Mechanical equipment that may be used to ignite or limit the spread of the prescribed burn would be present with appropriate fire department and Project Proponent personnel
- **Prescribed Burning Treatment Activities**
    - Burning would be timed to control invasive non-native grasses where present
    - Perimeter fire lines would include existing roads and natural features where possible to maintain aesthetic values
    - Prescribed fires would be conducted in conditions promoting a light to moderate burn (i.e., when soil and duff are moist) to increase the productivity of the habitat without resulting in adverse impacts to wildlife
    - All prescribed burning (both broadcast and pile burns) would be done under applicable burn and air quality permits to minimize potential environmental impacts
    - Within suitable Alameda whipsnake habitat, prescribed burning and pile burning would be restricted to times when temperatures are conducive to snake movement, which is typically when soil surface temperatures reach or exceed 66 °F (19 °C)

- **Manual and Herbicide Treatment Activities**
  - Crews equipped with hand-tools would trim dead and dying branches from native shrubs occurring within grassland
  - Small, isolated trees (6 inches or smaller DBH) growing in the grassland would be cut and piled for burning
  - Larger trees encroaching on or distributed throughout grasslands would be limbed up to reduce vertical fuel continuity
  - Cut vegetation would be lopped and scattered, chipped and broadcast, pile burned, or hauled off-site
  - Invasive shrubs and noxious weeds encountered in the grasslands would be treated with the appropriate method for the species and life stage
  - Herbicide spot treatment would target invasive species and would be applied by hand or targeted by backpack sprayer
- **Biomass Disposal**
  - Biomass from non-invasive, non-noxious plants would be left to naturally decompose (e.g., lop and scatter, chip and broadcast), pile burned, or hauled off-site
  - Poison oak would be cut and left in place (lop and scatter)
  - Where chipper access is not practical, cut material would be piled strategically for later burning
  - Within suitable habitat for Alameda whipsnake, piles left in place for a critical length of time as determined by a professional would be dismantled and reconstructed prior to burning

Shrub Fuel Type Treatment Activities

Shrub fuel type would include habitat classified by the CWHR as coastal scrub. The general approach in suitable Alameda whipsnake scrub habitat would be to strategically reduce hazardous fuels in a way that retains scrub habitat. Selective removal of invasive species and dead, woody vegetation and limbs would retain scrub habitat characteristics suitable for Alameda whipsnake with a mosaic of open and closed canopy patches. The resulting patches would be irregular, oblong shapes to maintain a natural condition and retaining rocky outcrops through avoidance. Scrub patch characteristics would model naturally occurring scrub and would include variable age classes. Treatment activities within suitable Alameda whipsnake habitat would involve primarily manual thinning to remove dead woody vegetation and invasive species to achieve horizontal spacing. Other treatment activities in shrub fuel types would include prescribed herbivory in shrubby areas with interspersed grasses and areas adjacent to grasslands being grazed. Vegetation removal activities would retain scrub, and the overall dominant scrub habitat type would not be converted to a different habitat type.

Specifications for suitable Alameda whipsnake habitat are described by the U.S. Fish and Wildlife Service as follows: coastal scrub, coyote brush scrub, or maritime chaparral areas greater than 0.5 acres in size, or scrub areas greater than 0.2 acres in size that are within 50 feet of scrub patches greater than 0.5 acres in size (Federal Emergency Management Agency [FEMA] 2013). Scrub islands created through mosaic thinning or patch retention thinning would result in a total canopy cover of between 30 and 50 percent shrubs and 50 to 70 percent grassy openings (FEMA 2013). Scrub retained in these dimensions also retains the overall habitat function for Alameda whipsnake while still serving the needs of the shaded fuel break.

- **Manual and Herbicide Treatment Activities**
  - Scrub would be retained in a natural mosaic through the removal of invasive species, thinning out dead branches from shrubs, and limbing up large shrubs
  - Small encroaching trees (under 6 inches DBH) may be removed, and limbs would be removed from larger trees up to 6 feet, as appropriate
  - Cut vegetation would be lopped and scattered, chipped and broadcast, pile burned, or hauled off-site
  - Broom plants or other invasive shrubs and noxious weeds would either be uprooted and pulled or cut low to the ground and spot treated with herbicide
  - Herbicide spot treatment of invasive species and noxious weeds would be hand-applied
- **Prescribed Herbivory Treatment**
  - Goats, cattle, or other grazing animals would be installed strategically within areas with wildlife-safe fencing or existing barriers
  - A professional shepherd would coordinate animal movements to prevent excessive grazing and ground disturbance
- **Biomass Disposal**
  - Biomass from non-invasive, non-noxious plants would be left to naturally decompose (e.g., lop and scatter, chip and broadcast), pile burned, or hauled off-site
  - Poison oak would be cut and left in place (lop and scatter)
  - Where chipper access is not practical, cut material would be piled strategically for later burning
  - Within suitable habitat for Alameda whipsnake, piles left in place for a critical length of time as determined by a professional would be dismantled and reconstructed prior to burning

Tree Fuel Type Treatment Activities

Tree fuel types would include habitat classified by the CWHR as blue oak woodland and coastal oak woodland. The general approach to tree fuel types would be designed to prevent fire from approaching or departing the fuel break, prevent fire from laddering into the tree canopy, and promote establishment of native trees. Selective thinning would result in a shaded fuel break that retains the tree canopy. This would be achieved through removal of select trees, branches, shrubs, and both living and dead vegetation that could facilitate the upward spread of fire from surface fuels to the forest canopy. The shade of the retained canopy would reduce the potential for rapid re-growth of understory, and the selectively treated areas would provide firefighters an opportunity to access lower-intensity ground fires, should they occur. Within all wooded areas, vegetation removal would be addressed primarily with manual treatment activities to preserve a natural appearance. Other treatment activities used within forest fuel types would include mechanical equipment, herbicides, prescribed herbivory, and prescribed burning.

- **Manual Treatment Activities**
  - Hand-held tools would remove and thin understory shrubs and brush, as well as dead and dying trees and small (less than 6 inches DBH) non-native, invasive trees
  - Lower tree limbs would be pruned, and most ground vegetation would be removed to break up the horizontal and vertical continuity of flammable vegetation
  - Invasive species and noxious weeds would be strategically removed first, followed by fire-prone native species, such as oak, pine, coffee berry (*Frangula* spp.), sage, etc.

    - Native trees would be strategically retained in forested areas with 25 to 50 feet of space between crowns, where the tree crown is approximately 10 to 15 feet wide
        - Spacing may be closer than 25 feet on level ground as needed, and greater than 50 feet on steeper ground to mitigate wildfire behavior or near structures for structure protection
- **Mechanical Treatment Activities**
    - Mowing would be performed using riding lawn mowers, or similar, to remove hazardous fuels in the understory and would not be used within 50 feet of suitable Alameda whipsnake scrub habitat
    - Mechanical equipment would be used to chip and scatter biomass from stable operating surfaces
- **Herbicide Treatment**
    - Invasive species and noxious weeds cut low to the ground may be hand-painted with herbicide
- **Prescribed Herbivory Treatment**
    - Goats, cattle, or other grazing animals would be installed strategically within areas with wildlife-safe fencing or existing barriers
    - A professional shepherd would coordinate animal movements to prevent excessive grazing and ground disturbance
- **Biomass Disposal**
    - Biomass from non-invasive, non-noxious plants would be left to naturally decompose (e.g., lop and scatter, chip and broadcast), pile burned, or hauled off-site
    - Poison oak would be cut and left in place (lop and scatter)
    - Where chipper access is not practical, cut material would be piled strategically for later burning

<u>Riparian Habitat and Watercourses</u>

All treatment activities and biomass distribution would avoid wetland, riverine, and other aquatic features by a standard minimum 25-foot buffer, which would be increased based on recommendations of a qualified biologist or RPF and/or factors such as slope, existing erosion, sensitivity of the vegetative habitat, or presence of sensitive resources. Refueling of equipment would occur outside these buffers and would be performed using containment to mitigate the risk of spills.

PD-3.4: General

PD-3.4.1: Timing of Initial Treatment

The Project Proponent would commence initial fuel treatment within the project footprint in April 2026 and would complete the work by the end of 2029.

PD-3.4.2: Workers

The Project Proponent and/or subcontractors would conduct all treatment activities. Crew team sizes would vary and would typically be fewer than 25 workers per site, per day. Multiple teams would work at the same time.

PD-3.4.3: Site Access

Treatment areas would be accessed via existing fire roads and trails. No new roads or access points would be created. The Augustin Bernal Community Park parking lot would be used as the primary access point. Vehicles and equipment would be staged at the contractor's yard daily or on-site in the park, in coordination with the City.

PD-3.4.4: Treatment Schedule and Duration

Treatments except herbivory would occur primarily on weekdays during daylight hours only. Prescribed burning will also be limited to the months of November 1 to March 31 during the winter hibernation season for Alameda whipsnake, as described in Section 2.2.1 of the PSA. During prescribed burning, crews would need to conduct some maintenance burning on weekends to manage overall smoke impacts. Noise-generating treatments would comply with local regulations.

PD-3.5: Pests, Diseases, and Invasive Species

Without proper prevention, project treatments have potential to spread pathogens, diseases, pests, or invasive species. SOD, pitch canker (*Fusarium circinatum*), yellow starthistle (*Centaurea solstitialis*), French broom (*Genista monspessulana*), stinkwort (*Dittrichia graveolens*), and snake fungal disease (*Ophidiomyces ophiodiicola*) occur in the region and have potential to spread in the project area from one work area to another, or from the project area to off-site areas. The goal of reducing invasive plant species within the project area is in conformity with the overall project goals of fuels reduction and wildfire prevention. Invasive plants can be spread when crews and equipment travel between sites, transporting soil and mud contaminated with seeds.

PD-3.5.1: Sudden Oak Death

SOD infects coastal forests throughout California and Oregon and kills susceptible species, including valley oak (*Quercus lobata*), coast live oak (*Q. agrifolia*), California black oak (*Q. kelloggii*), canyon live oak (*Q. chrysolepis*), and Pacific madrone (*Arbutus menziesii*) saplings. Host species that are in the treatment area include California bay laurel (*Umbellularia californica*) and coast redwood (*Sequoia sempervirens*). To avoid the spread of this pathogen, all hand equipment and boots worn by treatment crews would be sanitized, and heavy equipment, hosed off, prior to operations in areas where the spread of SOD is possible. The California Oak Mortality Task Force offers additional information regarding treatment and disposal measures for plants infected with SOD, which would be monitored for changes in SOD treatment recommendations (California Oak Mortality Task Force 2023).

PD-3.5.2: Pitch Canker

The fungal disease commonly referred to as pitch canker affects many pine species and can infect Monterey pine (*Pinus radiata*). Most California native pines are susceptible to pitch canker, but Monterey pine is the most widely affected host. To avoid the spread of this pathogen, the same measures described above to prevent the spread of

SOD would be implemented. The Pitch Canker Task Force offers additional information regarding treatment and guidelines for handling woody material infected by pitch canker fungus, which would be monitored for recommendation changes (Pitch Canker Task Force 2023).

PD-3.5.3: Yellow Starthistle

Yellow starthistle is an annual that germinates in February and March and matures in June and July. It produces viable seeds at late senescence of the flower head, and it is therefore vital to control before that point. Management would strategically combine chemical, manual, and mechanical (mowing) methods for removal. Physical methods should focus on reducing seed production and preventing seed germination. Methods for yellow starthistle removal would be based on treatments described by the Cal-IPC. Effective and common treatment methods for yellow starthistle include mowing and focused herbicide application, but other methods may be used as determined by a professional.

PD-3.5.4: French Broom

French broom is a particularly ignitable invasive species known for its ability to shade out seedlings, replace native plant species, and carry fire into tree canopies. This species creates a large seed bank and readily resprouts from the root after cutting, freezing, or fire (Cal-IPC 2020). Removal of French broom is a priority, as the species presents increased fire hazard, has a robust seedbank, and causes adverse impacts to habitat and aesthetics. Methods for French broom removal would be based on treatments described by the Cal-IPC. Effective and common treatment methods for French broom include pulling and focused herbicide application, but other methods may be used as determined by a professional.

PD-3.5.5: Stinkwort

Stinkwort is a strong-smelling, sticky annual that is common in disturbed areas. Due to prolific seed production, seed barbules, and lack of livestock palatability, stinkwort may easily colonize and subsequently disperse and outcompete native species. Pulling by hand or with a hoe to remove the entire plant, along with its roots, is the best method of control. Removal should occur prior to flowering in the fall to avoid spreading of seeds. Focused herbicide applications can be used as well, as determined by a professional.

PD-3.5.6: Snake Fungal Disease

Snake fungal disease comes from a fungus that lives in the soil. This disease causes face abnormalities, scabs, abnormal molting, and other issues as the fungus consumes keratin in the scales (Thompson et al. 2018). Symptoms are typically mild but can be fatal, as they may prevent snakes from locating and consuming prey. Snakes, such as the federally and state threatened Alameda whipsnake, are susceptible to this disease. Spread of the fungus to new locations may occur when people track contaminated soil embedded in clothing, shoes, or

equipment. In addition to applicable CalVTP SPRs and MMs, the measures described to prevent the spread of SOD would be implemented.

PD-3.6: Treatment Maintenance

The City would monitor the treated areas for maintenance of desired vegetation conditions ("treatment maintenance," per the CalVTP PEIR). The City would work with homeowner associations, Firewise USA Neighborhoods, and high-risk neighborhoods to identify areas for priority in treatment maintenance to ensure that the defensible space is maintained for maximum benefit. Timing between maintenance activities would vary by habitat type, by changing site condition, and as determined by a professional. In forested areas, treatment maintenance may occur every 3 to 5 years. In brush-dominated areas, treatment maintenance such as herbivory may occur every 1 to 5 years. In grassland areas or areas where initial treatments were primarily manual, treatment maintenance may occur annually.

Maintenance treatments are anticipated to follow the same methods as initial treatments but are subject to change depending on site response to initial treatment. For example, at locations where intensive vegetation removal (e.g., prescribed burning) occurred, treatment maintenance may use lower-intensity manual treatment activities in subsequent years. Because vegetation communities are dynamic, treatment activities would be modified to reflect changes.

Throughout the treatment maintenance period, the City would consider the continued relevance of the Project-Specific Analysis (PSA). Where the City determines that the PSA is no longer sufficiently relevant, the City would determine whether a new PSA or other environmental analysis is warranted. If more than 10 years pass since approval of the latest PSA update, the City would review the PSA for its applicability to current conditions. For example, the City would conduct a reconnaissance survey to verify that conditions are substantially similar to those anticipated in the PSA. Any updates would be documented.

REFERENCES

Ascent Environmental. 2019. California Vegetation Treatment Program Final Program Environmental Impact Report. State Clearinghouse #2019012052. Sacramento: California Board of Forestry and Fire Protection. November. https://bof.fire.ca.gov/projects-and-programs/calvtp/calvtp-programmatic-eir/.

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Pitch Canker Task Force. 2023. Pitch Canker. https://ufei.calpoly.edu/pitch-canker-task-force/.

Thompson, N.E., E.W. Lankau, and G.M. Rogall. 2018. Snake Fungal Disease in North America: U.S. Geological Survey Updates, U.S. Geological Survey. https://pubs.usgs.gov/fs/2017/3064/fs20173064.pdf.

ENVIRONMENTAL REVIEW PROCESS

The Project Proponent followed the evaluation and reporting process outlined in the PSA and required under the CalVTP.

On August 5, 2025, when the Project Proponent began preparing the PSA, it submitted to CAL FIRE the required information regarding this project. The submittal included:

- GIS data that included project location (as a point)
- Project size
- Planned treatment types and activities
- Contact information for a representative of the Project Proponent

Upon adoption of these findings and approval of the project, the Project Proponent will submit this completed PSA and associated geospatial data to CAL FIRE at the time a Notice of Determination is filed. The submittal will include the following:

- The completed PSA Environmental Checklist
- The completed Mitigation Monitoring and Reporting Program (MMRP; using Attachment A to the Environmental Checklist)
- GIS data that includes a polygon(s) of the project area, showing the extent of each treatment type included in the project (ecological restoration, fuel break, WUI fuel reduction)

As required under the CalVTP, the Project Proponent will submit the following information to CAL FIRE after implementation of the treatment:

- GIS data that includes a polygon(s) of the treated area, showing the extent of each treatment type implemented (ecological restoration, fuel break, WUI fuel reduction)
- A post-project implementation report (referred to by CAL FIRE as a Completion Report) that includes:
    - Size of treated area (typically acres)
    - Treatment types and activities
    - Dates of work
    - A list of the SPRs and MMs that were implemented
    - Any explanations regarding implementation if required by SPRs and MMs (e.g., explanation for feasibility determination required by SPR BIO-12; explanation for reduction of a no-disturbance buffer below the general minimum size described in MMs BIO-1a and BIO-2b)

RECORD OF PROCEEDINGS

In accordance with Public Resources Code Section 21167, Subdivision (e), the record of proceedings for the Project Proponent's decision to approve the vegetation treatment project under the CalVTP includes the following documents at a minimum:

- The certified Final PEIR for the CalVTP, including the Draft PEIR, responses to comments on the Draft PEIR, and appendices
- All recommendations and findings adopted by the Board in connection with the CalVTP and all documents cited or referred to therein
- All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the treatment project prepared by the Project Proponent, consultants to the Project Proponent, or responsible or trustee agencies with respect to the Project Proponent's compliance with the requirements of CEQA and with respect to the Project Proponent's action on the CalVTP
- Matters of common knowledge to the Project Proponent, including but not limited to federal, state, and local laws and regulations
- Any documents expressly cited in these findings, in addition to those cited above
- Any other materials required for the record of proceedings by Public Resources Code section 21167.6, Subdivision (e)

Pursuant to CEQA Guidelines Section 15091, Subdivision (e), the documents constituting the record of proceedings are available for review during normal business hours at The City of Pleasanton, 200 Old Bernal Ave PO Box 520 Pleasanton, CA 94566. The custodian of these documents is Matthew Gruber, Project Manager and City Landscape Architect.

MITIGATION MONITORING AND REPORTING PROGRAM

An MMRP was adopted by the Board for the CalVTP, and the applicable MMs for this treatment project have been identified in the PSA. The Project Proponent will use the MMRP to track compliance with the CalVTP MMs. The MMRP will remain available for public review during the compliance period. The Final MMRP is attached to and approved in conjunction with the approval of the treatment project and adoption of these Findings.

FINDINGS FOR DETERMINATIONS OF LESS THAN SIGNIFICANT

The Project Proponent has reviewed and considered the information in the Final PEIR for the CalVTP addressing potential environmental effects, proposed MMs, and alternatives. The Project Proponent, relying on the facts and analysis in the Final PEIR and the treatment project PSA, which were presented to the Project Proponent and reviewed and considered prior to any approvals, concurs with the conclusions of the Final PEIR and the treatment project PSA regarding the potential environmental effects of the CalVTP and the treatment project.

The Project Proponent concurs with the conclusions in the Final PEIR and treatment project PSA that all of the following impacts will be less than significant. Resource topics for which there are anticipated or considered impacts are not listed below.

Aesthetics and Visual Resources

- Impact AES-1: Result in Short-Term, Substantial Degradation of a Scenic Vista or Visual Character or Quality of Public Views, or Damage to Scenic Resources in a State Scenic Highway from Treatment Activities
- Impact AES-2: Result in Long-Term, Substantial Degradation of a Scenic Vista or Visual Character or Quality of Public Views, or Damage to Scenic Resources in a State Scenic Highway from WUI Fuel Reduction, Ecological Restoration, or Shaded Fuel Break Treatment Types

Agricultural and Forestry Resources

- Impact AG-1: Directly Result in the Loss of Forest Land or Conversion of Forest Land to a Non-forest Use or Involve Other Changes in the Existing Environment which, Due to Their Location or Nature, Could Result in Conversion of Forest Land to Non-forest Use

Air Quality

- Impact AQ-2: Expose People to Diesel Particulate Matter Emissions and Related Health Risk
- Impact AQ-5: Expose People to Objectionable Odors from Diesel Exhaust

Archaeological, Historical, and Tribal Cultural Resources

- Impact CUL-1: Cause a Substantial Adverse Change in the Significance of Built Historical Resources
- Impact CUL-3: Cause a Substantial Adverse Change in the Significance of a Tribal Cultural Resource
- Impact CUL-4: Disturb Human Remains

Biological Resources

- Impact BIO-1: Substantially Affect Special-Status Plant Species either Directly or through Habitat Modifications
- Impact BIO-6: Substantially Reduce Habitat or Abundance of Common Wildlife

- Impact BIO-7: Conflict with Local Policies or Ordinances Protecting Biological Resources
- Impact BIO-8: Conflict with the Provisions of an Adopted Natural Community Conservation Plan, Habitat Conservation Plan, or Other Approved Habitat Plan

Geology, Soils, and Mineral Resources

- Impact GEO-1: Result in Substantial Erosion or Loss of Topsoil
- Impact GEO-2: Increase Risk of Landslide

Greenhouse Gas Emissions

- Impact GHG-1: Conflict with Applicable Plan, Policy, or Regulation of an Agency Adopted for the Purpose of Reducing the Emissions of GHGs

Energy Resources

- Impact ENG-1: Result in Wasteful, Inefficient, or Unnecessary Consumption of Energy

Hazardous Materials, Public Health and Safety

- Impact HAZ-1: Create a Significant Health Hazard from the Use of Hazardous Materials
- Impact HAZ-2: Create a Significant Health Hazard from the Use of Herbicides
- Impact HAZ-3: Expose the Public or Environment to Significant Hazards from Disturbance to Known Hazardous Material Sites

Hydrology and Water Quality

- Impact HYD-1: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through the Implementation of Prescribed Burning
- Impact HYD-2: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through the Implementation of Manual or Mechanical Treatment Activities
- Impact HYD-3: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through Prescribed Herbivory
- Impact HYD-4: Violate Water Quality Standards or Waste Discharge Requirements, Substantially Degrade Surface or Ground Water Quality, or Conflict with or Obstruct the Implementation of a Water Quality Control Plan through the Ground Application of Herbicides
- Impact HYD-5: Substantially Alter the Existing Drainage Pattern of a Treatment Site or Area

Land Use and Planning, Population and Housing

- Impact LU-1: Cause a Significant Environmental Impact Due to a Conflict with a Land Use Plan, Policy, or Regulation
- Impact LU-2: Induce Substantial Unplanned Population Growth

Noise

- Impact NOI-2: Result in a Substantial Short-Term Increase in Truck-Generated Single-Event Noise Levels During Treatment Activities

Recreation

- Impact REC-1: Directly or Indirectly Disrupt Recreational Activities within Designated Recreation Areas

Transportation

- Impact TRAN-1: Result in Temporary Traffic Operations Impacts by Conflicting with a Program, Plan, Ordinance, or Policy Addressing Roadway Facilities or Prolonged Road Closures
- Impact TRAN-2: Substantially Increase Hazards due to a Design Feature or Incompatible Uses

Public Services, Utilities, ad Service Systems

- Impact UTIL-1: Result in Physical Impacts Associated with Provision of Sufficient Water Supplies, including Related Infrastructure Needs
- Impact UTIL-2: Generate Solid Waste in Excess of State Standards or Exceed Local Infrastructure Capacity
- Impact UTIL-3: Comply with Federal, State, and Local Management and Reduction Goals, Statutes, and Regulations Related to Solid Waste

Wildfire

- Impact WIL-1: Substantially Exacerbate Fire Risk and Expose People to Uncontrolled Spread of a Wildfire
- Impact WIL-2: Expose People or Structures to Substantial Risks Related to Post-fire Flooding or Landslides

SIGNIFICANT EFFECTS AND MITIGATION MEASURES

The PEIR identified a number of significant and potentially significant environmental effects (or impacts) that the CalVTP will contribute to or cause. The Board determined that some of these significant effects can be fully avoided through the application of feasible MMs. Other effects, however, cannot be avoided by the adoption of feasible MMs or alternatives and, thus, will be significant and unavoidable. For reasons set forth in Section 10.2 of the Board's Findings and Statement of Overriding Considerations, however, the Board determined that overriding economic, social, and other considerations outweigh the significant, unavoidable effects of the CalVTP.

The Board adopted the findings required by CEQA for all direct and indirect significant impacts. The findings provided a summary description of each impact, described the applicable mitigation measures identified in the PEIR and adopted by the Board, and stated the Board's findings on the significance of each impact after imposition of the adopted mitigation measures. A full explanation of these environmental findings and conclusions can be found in the Final PEIR, and the Board incorporated by reference into its findings the discussion in those documents supporting the Final PEIR's determinations. In making those findings, the Board ratified, adopted, and incorporated into the findings the analyses and explanations in the Draft PEIR and Final PEIR relating to environmental impacts and MMs, except to the extent any such determinations and conclusions were specifically and expressly modified by the findings.

Not every individual treatment project will have all of the significant environmental impacts that the CalVTP was determined to contribute to or cause. Additionally, some of the environmental impacts predicted by the CalVTP PEIR to be significant and unavoidable or less than significant after mitigation may be determined in a PSA to be less severe for an individual treatment project than determined in the statewide PEIR. The impacts and MMs identified in the sections below reflect the conclusions of the PSA by indicating which of the CalVTP's impacts this treatment project will contribute to or cause. By indicating the project-specific effects of this treatment project as follows, the Project Proponent's decisionmaker or decision-making body is hereby making the required findings under CEQA regarding the application or feasibility of mitigation measures to reduce those impacts.

FINDINGS FOR IMPACTS MITIGATED TO LESS THAN SIGNIFICANT

The Project Proponent finds that changes or alterations that avoid or substantially lessen the significant environmental effects indicated below have been required in, or incorporated into, the treatment project, as identified in the Final PEIR and the PSA. Implementation of the MMs indicated below to be applicable to the treatment project, which have been required or incorporated into the project, will reduce these impacts to a less-than-significant level. The Project Proponent hereby directs that these MMs be adopted.

Archaeological, Historical, and Tribal Cultural Resources

☒ **Impact CUL-2: Cause a Substantial Adverse Change in the Significance of Unique Archaeological Resources or Subsurface Historical Resources**

- ☒ MM CUL-2: Protect Inadvertent Discoveries of Unique Archaeological Resources or Subsurface Historical Resources

Biological Resources

☒ **Impact BIO-1: Substantially Affect Special-Status Plant Species either Directly or through Habitat Modifications**

- ☒ MM BIO-1a: Avoid Loss of Special-Status Plants Listed under the Endangered Species Act (ESA) or California Endangered Species Act (CESA)
- ☒ MM BIO-1b: Avoid Loss of Special-Status Plants Not Listed under ESA or CESA

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Tree-Nesting and Cavity-Nesting Wildlife)**

- ☒ MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)
- ☒ MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)
- ☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Shrub-Nesting Wildlife)**

- ☒ MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)
- ☒ MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)

☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Ground-Nesting Wildlife)**

☒ MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)

☒ MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)

☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Burrowing and Denning Wildlife)**

☒ MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)

☒ MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)

☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Insects and Other Terrestrial Invertebrates)**

☒ MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)

☒ MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)

☒ MM BIO-2e: Design Treatment to Retain Special-Status Butterfly Host Plants (All Treatment Activities)

☒ MM BIO-2g: Design Treatment to Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Special-Status Bumble Bees (All Treatment Activities)

☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Bats)**

☒ MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)

☒ MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)

☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Amphibians and Reptiles [in Wetlands, Vernal Pools, Associated Riparian])**

☒ MM BIO-2a: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Listed Wildlife Species and California Fully Protected Species (All Treatment Activities)

☒ MM BIO-2b: Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Other Special-Status Wildlife Species (All Treatment Activities)

☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ MM BIO-4: Avoid State and Federally Protected Wetlands

☒ **Impact BIO-3: Substantially Affect Riparian Habitat or Other Sensitive Natural Community through Direct Loss or Degradation that Leads to Loss of Habitat Function**

☒ MM BIO-3a: Design Treatments to Avoid Loss of Sensitive Natural Communities and Oak Woodlands

☒ **Impact BIO-4: Substantially Affect State or Federally Protected Wetlands**

☒ MM BIO-4: Avoid State and Federally Protected Wetlands

☒ **Impact BIO-5: Interfere Substantially with Wildlife Movement Corridors or Impede Use of Nurseries**

☒ MM BIO-5: Retain Nursery Habitat and Implement Buffers to Avoid Nursery Sites

Noise

☒ **Impact NOI-1: Result in a Substantial Short-Term Increase in Exterior Ambient Noise Levels during Treatment Implementation**

☒ MM NOI-1: Avoid Conflicts with Local Noise Ordinances during Prescribed Herbivory

FINDINGS FOR SIGNIFICANT AND UNAVOIDABLE IMPACTS

The CalVTP (Program) PEIR determined that some impacts of the Program would be significant and unavoidable, even after implementation of all feasible mitigation. The Project Proponent finds that the treatment project would contribute to or cause the following significant and unavoidable impacts as indicated. Incorporating and implementing the following MMs indicated to be applicable to the treatment project will reduce the severity of this impact, but not to a less-than-significant level. The Project Proponent hereby directs that these MMs be adopted. The Project Proponent therefore finds that changes or alterations have been required in, or incorporated into, the treatment project that will substantially lessen, but not avoid, the significant environmental effect as identified in the PEIR and PSA.

The Project Proponent finds that fully mitigating these impacts is not feasible; there are no feasible MMs beyond the MMs indicated below to reduce these impacts. These impacts will remain significant and unavoidable. The Project Proponent concludes, however, that the benefits of the CalVTP and the vegetation treatment project outweigh the significant unavoidable impacts of the Program and treatment project, as set forth in the Board's Statement of Overriding Considerations.

Air Quality

☒ **Impact AQ-1: Generate Emissions of Criteria Air Pollutants and Precursors during Treatment Activities that Would Exceed CAAQS Or NAAQS and Conflict with Regional Air Quality Plans**

☒ MM AQ-1: Implement On-Road Vehicle and Off-Road Equipment Exhaust Emission Reduction Techniques

Implementation of MM AQ-1 was required or incorporated into the CalVTP by the Board to reduce the severity of this impact, but it was not feasible to attain a less-than-significant level. The Project Proponent would implement the emission reduction techniques included in MM AQ-1 to the extent feasible. However, because the treatments would be implemented by a public agency with limited funding, procuring or paying additional amounts for contractors that use equipment meeting the latest efficiency standards, including meeting the EPA's Tier 4 emission standards, using renewable diesel fuel, using electric- and gasoline-powered equipment, and using equipment with Best Available Control Technology may be cost prohibitive. Carpooling would be encouraged by the Project Proponent, but because crews may not all be employed with the same company, carpooling may not be feasible to implement for most of the workers. The Project Proponent will document the extent the agency and/or its contractors are able to implement MM AQ-1. Renewable diesel will be used by the Project Proponent and/or its contractors to the extent required by state regulations. The Project Proponent incorporated all feasible and applicable measures to prevent and minimize this potential impact, pursuant to SPRs AQ-1, AQ-4, and AQ-6. The Project Proponent finds that mitigating this impact below a level of significance is not feasible. The Project Proponent concludes, however, that the benefits of the CalVTP and proposed project outweigh the significant unavoidable impacts of the Program and proposed vegetation treatment project, as set forth in the Statement of Overriding Considerations, below. The Project Proponent therefore finds that changes or alterations that will

substantially lessen, but not avoid, the significant environmental effect as identified in the PEIR have been required in, or incorporated into, the proposed project.

☒ **Impact AQ-4: Expose People to Toxic Air Contaminants Emitted by Prescribed Burns and Related Health Risk**

☒ No feasible mitigation is available.

All feasible precautions and notifications have been incorporated into the CalVTP to reduce the severity of this impact, but not to a less-than-significant level. No additional feasible measures are available for the Project Proponent to implement, and, for the same reasons explained in the PEIR, this impact would remain potentially significant and unavoidable. SPRs applicable to these treatment activities are AD-4, AQ-1, AQ-2, AQ-3, and AQ-6. All feasible measures to prevent and minimize smoke emissions, as well as exposure to smoke, are included in SPRs; however, this impact would remain significant and unavoidable, as explained in the PEIR. The Project Proponent concludes, however, that the benefits of the CalVTP outweigh the significant unavoidable impacts of the Program, as set forth in the Statement of Overriding Considerations, below. The Project Proponent therefore finds that changes or alterations that will substantially lessen, but not avoid, the significant environmental effect as identified in the PEIR have been required in, or incorporated into, the proposed project.

☒ **Impact AQ-6: Expose People to Objectionable Odors from Smoke during Prescribed Burning**

☒ No feasible mitigation is available.

All feasible precautions and notifications have been incorporated into the CalVTP to reduce the severity of this impact, but not to a less-than-significant level. No additional feasible measures are available for the Project Proponent to implement, and, for the same reasons explained in the PEIR, this impact would remain potentially significant and unavoidable. SPRs that are applicable to this treatment project are AD-4, AQ-1, AQ-2, AQ-3, and AQ-6. All feasible measures to prevent and minimize smoke odors, as well as exposure to smoke odors, are included in SPRs; however, this impact would remain significant and unavoidable, as explained in the PEIR. The Project Proponent concludes, however, that the benefits of the CalVTP outweigh the significant unavoidable impacts of the Program, as set forth in the Statement of Overriding Considerations, below. The Project Proponent therefore finds that changes or alterations have been required in, or incorporated into, the proposed project that will substantially lessen, but not avoid, the significant environmental effect as identified in the PEIR.

Biological Resources

☒ **Impact BIO-2: Substantially Affect Special-Status Wildlife Species either Directly or through Habitat Modifications (Insects and Other Terrestrial Invertebrates—Bumble Bees)**

☒ MM BIO-2g: Design Treatment to Avoid Mortality, Injury, or Disturbance and Maintain Habitat Function for Special-Status Bumble Bees (All Treatment Activities)

Direct and indirect impacts could occur to *Crotch's (Bombus crotchii*) and obscure bumble bee (*Bombus caliginosus*) through off-road machinery, prescribed burning, herbicide use, and removal of flowering plants. Primary threats to the survival of special-status bumble bees include habitat loss or modification due to development, agriculture, high-intensity fire, fire suppression, and herbicide use (Xerces Society et al. 2018). Because little is known about the life history and behaviors of bumble bees, and there is no established methodology for detecting overwintering or nesting colonies, they can be difficult to detect and therefore to completely avoid during treatment activities. If colonies were destroyed, it is possible that populations of these species would be reduced below self-sustaining levels, and treatment activities could substantially reduce the number or restrict the range of species.

The does not impact chaparral or coastal sage scrub, is designed to avoid riparian habitat and no new roads would be created (SPR HYD-2). Pre-treatment surveys would combine a focused survey (SPR BIO-1, SPR BIO-3, SPR BIO-10) to identify burrows and suitable habitat within the project site. The California Department of Fish and Wildlife (2023) issued "Survey Considerations for CESA Candidate Bumble Bee Species," which offers a survey methodology for Crotch's and obscure bumble bees, among others. In lieu of or in addition to surveys, the Project Proponent may choose to assume presence and rely on habitat as an indicator of presence. Crew members and contractors would be trained to identify and avoid this species if encountered (SPR BIO-2), and a biologist would be available as needed to provide guidance when crews are working within suitable bumble bee habitat. If work occurs within occupied bumble bee habitat, MM BIO-2b requires flagging areas for avoidance and establishing no-work buffers. MM BIO-2b also states: "A qualified RPF, biologist, or biological technician will be required to monitor the effectiveness of the no-disturbance buffer around the nest, den, burrow, or other occurrence during treatment." If identified, these burrows would be protected with an avoidance buffer (SPR AD-2). A Spill Prevention and Response Plan (SPR HAZ-5) will be developed as part of project implementation, and the Project Proponent will comply with herbicide application regulations (SPR HAZ-6) and restrict use of herbicide to avoid native plants.

The objectives of the CalVTP treatment activities are to reduce the occurrence of high-intensity wildfire and to modify past practices of fire suppression. Project implementation could thus be beneficial to bumble bees by reducing high-intensity wildfire and improving habitat for bumble bee species; however, in the process of achieving this objective, there are potentially significant direct impacts to bumble bees. The CalVTP PEIR acknowledges the difficulty in detecting overwintering and nesting bumble bees and in determining the occurrence and severity of impacts; it concludes that implementation of the CalVTP could cause impacts that are potentially significant and unavoidable to special-status bumble bees. The proposed project impacts are consistent with those described in the CalVTP PEIR, and the proposed treatment activities may result in impacts to Crotch's and obscure bumble bee that are potentially significant and unavoidable.

Greenhouse Gas Emissions

☒ **Impact GHG-2: Generate GHG Emissions through Treatment Activities**

☒ MM GHG-2: Implement GHG Emission Reduction Techniques during Prescribed Burns

The Project Proponent finds that GHG emissions from the use of vehicles and mechanical equipment, prescribed herbivory, herbicide application, and prescribed burning during initial and maintenance treatments cannot be avoided because they are necessary for effective treatments. Implementation of MM GHG-2 would reduce GHG emissions associated with pile burning by burning when fuels have a higher fuel moisture content, reducing the total area burned by mosaic burning and isolating and leaving large fuels unburned, and by scheduling burns before new fuels appear. Treatment activities would contribute to annual GHG emissions generated under the CalVTP. Methods for reducing GHG emissions from burns would be integrated into SPR AQ-3 (Burn Plan), as described in MM GHG-2. The Project Proponent incorporated all feasible and applicable measures to prevent and minimize this potential impact, pursuant to MM GHG-2. The Project Proponent finds that mitigating this impact below a level of significance is not feasible. The Project Proponent concludes, however, that the benefits of the CalVTP and the proposed project outweigh the significant unavoidable impacts of the Program and the proposed vegetation treatment project, as set forth in the Statement of Overriding Considerations, below.

Transportation

☒ **Impact TRAN-3: Result in a Net Increase in vehicle miles traveled (VMT) for the Proposed CalVTP**

☒ MM AQ-1: Implement On-Road Vehicle and Off-Road Equipment Exhaust Emission Reduction Techniques

Although the PEIR determined that individual vegetation treatments would likely be less than significant, the overall impact was identified as potentially significant and unavoidable in the PEIR because implementation of the CalVTP would result in a net increase in VMT attributable to the Program as a whole. Because the project would generate VMT during implementation, it would contribute to the environmental significance conclusion in the PEIR; therefore, this impact is considered significant and unavoidable. No SPRs apply to this impact. The Project Proponent would implement MM AQ-1 to the extent feasible. MM AQ-1 would reduce the impact by encouraging workers to carpool and/or use public transportation. However, due to the required equipment and number of employees (i.e., the primary trip-generators associated with vegetation treatments) associated with the project, it would not be feasible to reduce VMT substantially. The Project Proponent incorporated all feasible and applicable measures to prevent and minimize this potential impact. The Project Proponent finds that mitigating this impact below a level of significance is not feasible. The Project Proponent concludes, however, that the benefits of the CalVTP and the proposed project outweigh the significant unavoidable impacts of the Program and the proposed vegetation treatment project, as set forth in the Statement of Overriding Considerations, below.

STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth in the Board's adopted Findings, the Board determined that the CalVTP will result in significant adverse environmental effects that cannot be avoided, even with the adoption of all feasible MMs, and there are no feasible project alternatives that would mitigate or substantially lessen the impacts. Despite these effects, however, the Board, in accordance with CEQA Guidelines Section 15093, chose to approve the CalVTP because, in its view, the benefits to life, property, and other resources, and the other benefits of the CalVTP, will render the significant effects acceptable.

In the Board's judgment, the CalVTP and its benefits outweigh its unavoidable significant effects. The Board's Findings were based on substantial evidence in the record. The Board's Statement of Overriding Considerations identified the specific reasons why, in the Board's judgment, the benefits of the CalVTP as approved outweigh its unavoidable significant effects.

Exercising its independent judgment and review, the Project Proponent concurs that the benefits of the CalVTP and the treatment project outweigh the significant environmental effects and hereby incorporates by reference and adopts the Board's Statement of Overriding Considerations for the CalVTP.

Any one of the reasons listed in the Statement of Overriding Considerations is sufficient to justify approval of the treatment project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Project Proponent would stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this section, and the documents found in the Record of Proceedings, which are described and defined above.

- The CalVTP will reduce dire risks to life, property, and natural resources in California
- The CalVTP reflects the most current and commonly accepted science and conditions in California and allows for adaptation in response to potential evolution and changes in science and conditions
- The CalVTP reflects the Board's and CAL FIRE's goals
    - The CalVTP will help the Board and CAL FIRE achieve their central goals for reducing and preventing the impacts of fire in the state, as outlined in the *2018 Strategic Fire Plan for California*
    - The CalVTP will help to establish a natural environment that is more resilient and built assets that are more resistant to the occurrence and effects of wildland fire
- The CalVTP will help implement Executive Orders, including:
    - EO B-42-17: Governor Brown's order issued to bolster the state's response to unprecedented tree die-off through further expediting removal of millions of dead and dying trees across the state
    - EO B-52-18: Governor Brown's order to improve forest management and restoration, provide regulatory relief, and reduce barriers for prescribed fire
    - EO N-05-19: Governor Newsom's order directing CAL FIRE to recommend immediate-, medium-, and long-term actions to help prevent destructive wildfires

- The Board is required by law to comply with SB 1260, signed into law by Governor Brown in February 2018, which improves California forest management practices to reduce the risk of wildfire in light of the changing climate and includes provisions for the CalVTP PEIR to serve as the programmatic CEQA coverage for prescribed burns within the State Responsibility Area.
    - The CalVTP will bring the Board into compliance with these requirements
- The Board is required by law to comply with SB 632, signed into law by Governor Newsom in October 2019, which requires the Board to certify a Final PEIR, pursuant to CEQA, for the vegetation treatment program filed with the State Clearinghouse under Number 2019012052 in January 2019
    - The CalVTP will bring the Board into compliance with this requirement
- The CalVTP will help to meet California's GHG emission goals consistent with the California Forest Carbon Plan, California's 2017 Climate Change Scoping Plan, Fire on the Mountain: Rethinking Forest Management in the Sierra Nevada, and California 2030 Natural and Working Lands Climate Change Implementation Plan
    - The CalVTP and the proposed vegetation treatment project reflect the City of Pleasanton's goals to reduce wildfire fuels, reduce risks to homes, and increase access for firefighters through implementing the state's Program

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Second Amendment") is entered into this 21st day of April 2026 by the City of Pleasanton ("City") and Sequoia Ecological Consulting, Inc. ("Consultant")

Whereas, on July 16, 2024, the City and Consultant entered into a Design Professional Services Agreement for environmental design services ("Agreement"); and

Whereas, the City and Consultant entered into a first amendment on May 5th, 2025 for necessary rare plant surveys additional compensation is required to conduct necessary special status plant species surveys; entered into a second amendment on August 19, 2025 for a special status plant species survey and bid support services; and

Whereas, additional compensation is required to provide construction and environmental oversight and public outreach services and the contract terms require extension:

Whereas, the parties desire to amend the Agreement;

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 1 of the Agreement "**Consultant Services**" is amended to include the special-status species survey, project management, and bid support services described in **Exhibit A**.

2. Section 4 of the Agreement, "**Term**" is amended to extend the contract term to December 31, 2027.

3. Section 5 of the Agreement, "**Compensation**" is amended to read: the compensation is increasing by **$87,470 for a new total compensation amount of $259,955**.

4. This amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Second Amendment to the Agreement as of the date second above written.

CITY OF PLEASANTON		**CONSULTANT**
_____	By:	_____
Gerry Beaudin, City Manager		Signature

ATTEST:

_____
Print name

_____ Title: _____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

Rev. 3/23

SEQUOIA
Ecological Consulting, Inc.

Date: March 20, 2026

To: Matt Gruber | Project Manager and City Landscape Architect
(925) 931-5672| mgruber@cityofpleasantonca.gov
City of Pleasanton
200 Old Bernal Avenue
PO Box 520
Pleasanton, California 94566

From: Alex Hirth | Project Manager and Biologist
(510) 684-2352| ahirth@sequoiaeco.com
Sequoia Ecological Consulting

RE: Scope of Work and Cost Estimate for Project-Specific Analysis Implementation Services—Augustin Bernal Community Park Fuels Project

Dear Mr. Gruber:

Thank you for contacting Sequoia to request our proposal for Project-Specific Analysis (PSA) Implementation Services and support work for the City of Pleasanton's (City) Augustin Bernal Community Park Fuels Project (Project) in Pleasanton, California. Sequoia understands that the East Bay Hills are considered to be one of the highest fire risk areas in California, with the potential for devastation exacerbated by their proximity to the wildland-urban interface. The City provides a proactive approach to reduce the risk of fire within Alameda County and mitigate the impacts resulting from wildfires by reducing fuels in the project area through use of the California Vegetation Treatment Program (CalVTP) PSA.

Sequoia previously submitted a scope and cost estimate for a PSA and addendum to support the City's CalVTP project. Subsequently, Sequoia was asked for a quote to perform additional services to support the Project. To accomplish this, Sequoia proposes the following scope of work:

- Task 5: Implementation Services and Support
  - 5.1: Project Management and Coordination
  - 5.2: Biological Field Services
  - 5.3: GIS Support
  - 5.4: Completion Report
- Task 6: Public Outreach Support (Optional)
  - Task 6.1: Public GIS/StoryMap Setup and Maintenance
  - Task 6.2: Virtual Meeting/Townhall Attendance
  - Task 6.3: On-Site Meeting Attendance

SCOPE OF WORK

Task 5: Implementation Services and Support

5.1 Project Management and Coordination

Sequoia will provide project management and coordination to ensure timely and efficient work activities, guidance, and deliverables are provided to the City. Sequoia's project managers will oversee and coordinate the project and project team, though direct communication with the project team is encouraged to expedite delivery of sensitive information and materials. The project management team will maintain strict data management procedures and quality control measures to ensure that data are collected, compiled, reported, and archived properly. Finally, the project managers will be responsible for ensuring the project tasks do not exceed the budget and for the timely submittal of invoices. The project managers will track work in real time using our project management software to maintain project controls and ensure we are on track to meet project goals. This task also includes coordination efforts, such as communications and meetings, scheduling field work, or other miscellaneous tasks requiring senior biological review.

Deliverables

- Weekly email updates on project status, acres completed, and upcoming activities

Assumptions

- Five (5) virtual one (1)-hour meetings are included

5.2 Biological Field Services

Sequoia anticipates that half-day and spot-check biological monitoring will be sufficient for this project. Although the Project is situated in Critical Habitat for Alameda whipsnake, treatment design mitigated potential impacts to the species by avoiding ground disturbance and habitat type conversion. Under this task, Sequoia anticipates providing half days of biological field services support, including but not limited to biological pre-activity surveys and sweeps, environmental trainings, biological monitoring for special-status species and PSA compliance, and post-treatment surveys. Biologists will collect sensitive resource and post-treatment survey data in Esri's Survey123 and Field Maps mobile applications while in the field.

Deliverables

- Daily Monitoring Report form, which will reflect all monitoring, survey, and environmental training activities performed on-site

- Post-treatment survey forms will be completed and incorporated into the Completion Report, covered in Task 5.4

Assumptions

- Cost for a half-day of services assumes four (4) hours on-site for a project biologist and is inclusive of travel
- Based on the project size and treatment methods, Sequoia estimates that contractor implementation will take approximately sixty (60) days, requiring sixty (60) days of monitoring
- Sequoia biologists will conduct post-treatment surveys simultaneously with biological monitoring, following the completion of treatment activities in treatment areas
- Worker Environmental Awareness Program (WEAP) materials will be updated from previous similar projects under this task
    - Sequoia can provide hard hat stickers to denote crew training, trifold training pamphlets, and project sensitive area signage for additional cost
    - Sequoia can also provide biological resource training programs in Spanish, as well as a presentation in PowerPoint in English and Spanish for additional costs
- Additional days for biological field services can be provided with a contract amendment

5.3 GIS Support

Sequoia will provide GIS assistance by developing a treatment tracking system including treatment units, active bird nests, photo points, and daily monitoring reports when applicable.

Deliverables

- ArcGIS Online web app for contractor use
- ArcGIS Online Dashboard for tracking

Assumptions

- Sequoia will develop treatment tracking system, including ArcGIS web maps for contractor use and an ArcGIS Online Dashboard that tracks project progress
    - The tracking dashboard will be shared with the City and include treatment units with completion status, active bird nests, photo points, and daily monitoring reports
- Cost includes weekly maintenance of web GIS products to ensure accuracy and functionality

5.4 Completion Report

Under this task, Sequoia will prepare the completion report required by the CALFIRE CalVTP PSA process. The report will summarize all treatments, including total area treated, treatment types in each area, work performed, species encountered, and protection measures implemented during the work, as required by the CalVTP Program Environmental Impact Report. Sequoia will provide geospatial data, details about treatments, and other metrics for inclusion in the completion report.

Deliverables

- Draft completion report
- Final completion report

Assumptions

- One (1) round of edits with City will be included for the completion report
    - Any additional edits needed for report or supporting materials will be conducted as requested as time and materials (T&M)

Task 6: Public Outreach Support (Optional)

Task 6 includes several optional subtasks under which Sequoia can provide public outreach support for the project. Each subtask can be included individually or in conjunction with the other subtasks.

6.1 Public GIS/StoryMap Setup and Maintenance (Optional)

Under this optional task, Sequoia will work with the City to develop public-facing web GIS products (web app and dashboard) and set up an Esri StoryMap. Sequoia will compile project GIS data to create interactive mapping products that provide project information and progress to the public. Additionally, Sequoia will provide multimedia (photos, video) content from implemented fuels projects and draft text to include in the StoryMap. Specifics of content and design will be coordinated with the City.

Deliverables

- Web map, app, and/or dashboard built in Esri ArcGIS Online to be shared with the public
- One Esri StoryMap or ExperienceBuilder site to be shared with the public by the City

Assumptions

- Cost includes setting up StoryMap or Experience Builder site and six (6) months of maintenance updates from launch date (this can be adjusted to the City's preference)
    - Site will remain up longer, or can be transferred to City's GIS department
- ArcGIS Online storage credit usage costs will be charged to the City via the GIS data storage/processing other direct cost listed on our rate sheet

6.2 Virtual Meeting/Townhall Attendance (Optional)

Under this optional task, Sequoia will prepare for and attend one (1) virtual meeting or townhall for the public. The Sequoia principal-in-charge and project manager will attend the meeting, present, and answer questions. Additional virtual meetings can be attended with additional units of this task.

Deliverables

- Prepared presentation materials submitted prior to the meeting, with one (1) round of edits
- Notes/reporting from meeting delivered within one (1) week following the meeting

Assumptions:

- Cost is inclusive of preparation and reporting time, as well as up to two (2) hours of meeting time each for the Sequoia principal and project manager

Task 6.3: On-Site Meeting Attendance (Optional)

Under this optional task Sequoia will prepare for and attend one (1) in-person meeting for the public, hosted at the project site. The Sequoia principal-in-charge and project manager will attend the meeting, present, and answer questions. Additional on-site meetings can be attended with additional units of this task.

Deliverables

- Prepared presentation materials submitted prior to the meeting, assuming one (1) round of edits by the City
- Notes/reporting from meeting delivered within one (1) week following the meeting

Assumptions

- Cost is inclusive of preparation and reporting time, as well as up to two (2) hours of on-site meeting time each for the Sequoia principal and project manager
- Cost includes drive time and mileage from Sequoia's office

General Assumptions

- The City will provide Sequoia with safe access to the site, access routes, and all applicable survey areas at a time agreed upon between the City and Sequoia, and any necessary landowner notifications will be provided by City prior to field work
- Mileage will be charged at standard GSA rate
- All deliverables and data will be submitted electronically
- Cost estimate does not include installation or maintenance of any fencing, exclusions devices, or species barriers, but does include monitoring during installation of these features and inspection during routine biological monitoring
- Cost estimate does not include coordination or communication with any regulatory agencies, outside consultants, or other entities
    - These services can be provided under an amended scope as requested

COST ESTIMATE

Sequoia anticipates providing services on a T&M basis. This costing approach may be modified upon direction by the City. The estimated costs cover the scope of work and assumptions provided above.

Table 1. Cost estimate.

Task	Cost Type (Unit/T&M)	Unit Price	Quantity of Units	Total Cost
Task 5: Implementation Services and Support				
5.1: Project Management and Coordination	T&M	$9,483	1	$9,483
5.2: Biological Field Services	T&M	$927	60	$55,620
5.3: GIS Support	T&M	$8,748	1	$8,748
5.4: Completion Report	T&M	$5,023	1	$5,023
			TOTAL—Task 5	$78,874
Task 6: Public Outreach Support (Optional)				
6.1: Public GIS and StoryMap Setup and Maintenance	T&M	$5,097	1	$5,097
6.2: Virtual Meeting/Townhall Attendance	T&M	$3,499	1	$3,499
~~6.3: On-Site Meeting Attendance~~	~~T&M~~	~~$5,479~~	~~1~~	~~$5,479~~
			TOTAL—Task 6	~~$14,075~~ $8,596
			TOTAL ALL PHASES	~~**$92,949**~~ $87,470

If you have any questions or concerns, please do not hesitate to contact me at the email or phone number listed below. Thank you for the opportunity to support you on this project.

Sincerely,
Alex Hirth| Project Manager and Biologist
Sequoia Ecological Consulting, Inc.
Mobile: (510) 684-2352 | Main: (925) 855-5500 | ahirth@sequoiaeco.com

SEQUOIA
Ecological Consulting, Inc.

SEQUOIA ECOLOGICAL CONSULTING, INC.
2026 HOURLY RATE SCHEDULE

Environmental Services	
Field Technician 1	$99
Field Technician 2	$116
Field Technician 3	$127
Staff Biologist 1	$132
Staff Biologist 2	$138
Staff Biologist 3	$143
Associate Biologist 1	$149
Associate Biologist 2	$154
Associate Biologist 3	$160
Project Biologist 1	$165
Project Biologist 2	$171
Project Biologist 3	$176
Resource Specialist 1	$182
Resource Specialist 2	$187
Resource Specialist 3	$193
Senior (Sr.) Biologist 1	$198
Sr. Biologist 2	$204
Sr. Biologist 3	$209
Sr. Scientist 1	$221
Sr. Scientist 2	$232
Sr. Scientist 3	$243
Sr. Technical Specialist 1	$254
Sr. Technical Specialist 2	$265
Sr. Technical Specialist 3	$276
Sr. Regulatory Specialist 1	$287
Sr. Regulatory Specialist 2	$298
Sr. Regulatory Specialist 3	$309

Env. Project Management	
Assistant Project Manager 1	$182
Assistant Project Manager 2	$187
Assistant Project Manager 3	$193
Project Manager 1	$198
Project Manager 2	$204
Project Manager 3	$209
Project Manager 4	$221
Project Manager 5	$232
Project Manager 6	$243
Sr. Project Manager 1	$254
Sr. Project Manager 2	$265
Sr. Project Manager 3	$276
Program Manager 1	$287
Program Manager 2	$298
Program Manager 3	$309
Principal 1	$320
Principal 2	$331
Principal 3	$342
Sr. Principal 1	$353
Sr. Principal 2	$364
Sr. Principal 3	$375

Botanist/Arborist Services	
Botanist/Arborist 1	$142
Botanist/Arborist 2	$158
Botanist/Arborist 3	$173
Sr. Botanist/Arborist 1	$194
Sr. Botanist/Arborist 2	$210
Sr. Botanist/Arborist 3	$226

Administrative Support Services	
Clerical	$121
Project Administrator	$149
Technical Editor 1	$165
Technical Editor 2	$176
Technical Editor 3	$187
Senior Technical Editor	$215

Geographic Information Services (GIS)	
GIS Technician 1	$149
GIS Technician 2	$160
GIS Technician 3	$171
GIS Analyst 1	$182
GIS Analyst 2	$193
GIS Analyst 3	$204
GIS Project Manager 1	$221
GIS Project Manager 2	$232
GIS Project Manager 3	$243
GIS Specialist 1	$254
GIS Specialist 2	$265
GIS Specialist 3	$276
GIS Program Manager 1	$287
GIS Program Manager 2	$298
GIS Program Manager 3	$309

Other Direct Costs

Regular Vehicle (GSA Rate)	GSA Rate	Kayak Kit	$75/day
Submeter GPS	$100/day	Survey Flashlight (Streamlight)	$12.50/day
UTV and Trailer	$95/day	Aquatic Survey Sampling Kit	$25/person/day
Fleet Vehicle	$95/day	Drone/sUAS	$250/day
iPad	$25/day	Wetsuit	$70/week
Wildlife Remote Camera	$20/ day	Drysuit	$195/week
Acoustic Bat Monitor	$35/day	YSI ProDSS Water Quality Meter	$125/day
GIS Data Storage/Processing	$30/unit		

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Reproduction, equipment, and other direct expenses are reimbursed at cost plus a 15% administrative handling charge (excluding mileage).
3. Subconsultants will be billed at their indicated rate plus a 15% administrative handling charge; or the Sequoia labor category commensurate with their role.
4. Depending upon location, Per Diem may be charged where overnight stays are required.
5. Weekly or monthly equipment rates at a reduced amount may be available on a contract-specific basis.
6. Expert Witness Testimony, including Depositions, is billed at the time and half.
7. Non-standard invoice processing will be billed at standard hourly rates for support personnel.
8. Sequoia will review our hourly rates annually and may choose to escalate our rate sheet depending on changes to the cost- of living- index and other factors.
9. Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel.

   To comply with California Labor Code 512 and California Code of Regulations 11040, if on-site conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

AUGUSTIN BERNAL FUELS REDUCTION
CIP NO. 25783
04/21/26

Project Funding to Date	**Amount**	**Totals**
2025-26 CIP Allocation (Fund 162 - Miscellaneous CIP Grants)*	$1,048,900	
TOTAL PROJECT FUNDING TO DATE		**$1,048,900**
Project Expenditures to Date		
Advertising	$768	
City Administrative Fees	$10,764	
Sequoia Ecological Consulting, Inc. (Contract #2025361)	116,310	
Sequoia Ecological Consulting, Inc. (Amendment No. 1)	13,781	
Sequoia Ecological Consulting, Inc. (Amendment No. 2)	20,870	
Total Project Expenditures to Date		**$162,493**
Anticipated Remaining Project Expenditures		
Environmental Ecological Services		
Sequoia Ecological Consulting, Inc. (Contract #2025361)	21,524	
Sub-total of Anticipated Project Expenditures	**$21,524**	
Construction		
Noticing/Public Outreach	1,413	
Tools and Equipment	108,000	
ACFD Agreement (Cost Recovery Agreement with Alameda County Fire Department)	600,000	
Contingency	50,000	
Environmental Oversight/ Construction Management/ Public outreach (Sequoia Ecological Consulting Amendment No. 3)	87,470	
Maintenance/Weed Abatement Work	18,000	
Sub-total of Anticipated Construction	**$864,883**	
Total Anticipated Remaining Project Expenditures		**$886,407**
TOTAL PROJECT EXPENDITURES		**$1,048,900**
Funding Balance/ (Shortfall)		
Project Balance		**$0**

*Funding from CAL Fire Grant of $1,048,900

COST RECOVERY AGREEMENT FOR FIRE FUELS MANAGEMENT SERVICES

This Agreement is made and entered into this ___ day of _____ 2026, by and between the CITY OF PLEASANTON, hereinafter referred to as "CITY" and the ALAMEDA COUNTY FIRE DEPARTMENT, hereinafter referred to as "ACFD," through their lawfully designated representatives. The CITY and the ACFD are referred to collectively herein as the "Parties" and sometimes individually as a "Party."

RECITALS

WHEREAS, ACFD currently provides fire protection services and fire fuels management services within its jurisdiction and under contract; and

WHEREAS, fire fuels management services benefit the community by creating fire access trails and firebreaks, reducing fire hazards by removing dead trees and other flammable vegetation, and providing evacuation routes and safe zones in emergencies; and

WHEREAS, the CITY is seeking fire fuels management services; and

WHEREAS, the Parties believe that it is in the best interest of the CITY to have additional fuels management services to augment their resilience against the threat of wildfires in areas of wildland urban interface; and

WHEREAS, the CITY has secured a $1,048,900 grant from CALFIRE to plan and implement fuel management at Augustin Bernal Park,

WHEREAS, the CITY has completed an addendum to the California Vegetation Treatment Program Programmatic Environmental Impact Report and Project Specific Analysis and identified the scope of work for a proposed fuel management project,

WHEREAS, each Party has determined that it desires to enter into this Agreement to exchange cost recovery funding for services based on the Party's determination of the proper use of the resources available, including the use of equipment and personnel; and

NOW, THEREFORE, in consideration of these mutual covenants, the Parties hereto agree as follows:

ARTICLE I

PURPOSE AND SERVICE OBLIGATIONS OF THE PARTIES

1. Purpose

The purpose of this Agreement is to enhance the CITY's resilience against the threat of wildland fires along the Pleasanton Ridge within the City of Pleasanton's Augustin Bernal Park, Golden Eagle Homeowners Association property, and East Bay Regional Park District property.

The services provided pursuant to this Agreement shall not be used to supplant or substitute for day-to-day full and continuing fire protection within a Party's own jurisdictional area. No Party shall be required to reduce its own fire protection resources, personnel, services or facilities to the detriment of its normal fire protection and emergency services capability within its borders in order to fulfill the terms of this Agreement.

2. Scope

a. It is agreed that the scope of this Agreement will include work listed in Exhibit A.

b. The Parties further agree that continuous monitoring and maintenance of work in the areas will ensure long-term effectiveness of the fuel break, and the CITY and the Livermore-Pleasanton Fire Department (LPFD) will continue to assume responsibility for such monitoring and maintenance.

3. Service Obligations of City of Pleasanton

CITY will provide a notice of the work to the community prior to any work beginning and will remain the point of contact for the community, Golden Eagle Homeowner's Association, East Bay Regional Park District, and all other groups seeking information related to the project.

CITY shall obtain adequate Right-of Entry Agreements for any work proposed on property not owned by the CITY and ensure coordination of work with relevant property owners.

CITY shall also be responsible for all California Environmental Quality Act (CEQA) requirements related to the project.

CITY shall provide all services required to be performed by a certified and licensed pesticide applicator, qualified biologist, qualified tree professional, and/or Registered Professional Forester in Exhibit A.

Service Obligations of Alameda County Fire Department

ACFD will use Crew 8 to implement the fuel management work. as described in the Augustin Bernal Community Parks Fuel Reduction Project Plans and Specifications, Exhibit A (attached).

ARTICLE II

LIABILITIES AND ADMINISTRATION

1. **Costs**

CITY agrees to compensate ACFD at a rate of sixty thousand dollars ($60,000) per week, up to forty (40) hours per week, with a maximum project cost of six hundred thousand dollars ($600,000) and a completion date of December 31, 2027.

Payment is due within thirty (30) days of invoice. Any disputes in costs are subject to mediation with a mutually agreed upon neutral if Parties cannot come to an agreement.

2. **Liability**

Each Party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its employees and to indemnify, defend, and save and hold the other party, including each of its respective elected officials, appointed board members and commissioners, officers, employees, agents, and volunteers, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the Party's employees relating to this Agreement.

3. **Insurance**

Each party agrees to maintain at its sole and exclusive expense, insurance coverage, including: general liability, automobile, personal injury, property damage, and worker's compensation.

4. **Review of and Prospective Changes in Service**

From time to time the Parties may deem that it is reasonably necessary to modify Exhibit A. At the request of the ACFD Fire Chief, the CITY, or their appointed designees, representatives for the Parties shall meet at a mutually agreed upon reasonable time and place to confer about such changes. Any such modification shall be in writing and shall be deemed an amendment to this Agreement once signed by the authorized representative of each Party. A copy of the amendment shall be appended to the Exhibit being modified and a copy filed with each duplicate and original copy of the Agreement being maintained by each Party.

5. **Severability**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

6. **Choice of Law**

This Agreement shall be governed by the laws of the State of California.

ARTICLE III

POWERS AND OTHER RESPONSIBILITIES

1. **Non-relinquishment of Authority**

   a. Notwithstanding any part of this Agreement to the contrary, each Party retains, and in no way relinquishes its powers or responsibilities to determine and adopt its own fire prevention and response procedures.

   b. It is not intended by this Agreement to create, and nothing in this Agreement shall create, any partnership, joint venture, or similar arrangement among the Parties hereto.

2. **Primary Responsibility**

   It is understood and agreed that this Agreement shall not relieve any Party from the necessity and obligation of using its own resources for furnishing primary fire protection services within any part of its own jurisdiction, and that the Party's services will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

3. **Labor Disputes**

   a. Should a labor controversy occur, the duly authorized representatives for the Parties shall meet to discuss the effect of the controversy on this Agreement.

   b. It is not the intent of this agreement to provide day-to-day fire protection.

4. **Other Parties**

   a. This Agreement shall not be construed as or deemed to be an agreement for the benefit of anyone not a Party hereto, and anyone who is not a Party hereto shall not have a right or claim or action hereunder for any cause whatsoever. No third-party beneficiaries are contemplated or created hereby and no person, organization, or entity not a party hereto shall derive any rights here from.

   b. Nothing in this Agreement shall limit the ability of a Party from agreeing to participate in contracts for services, mutual assistance, or automatic response.

5. **Independent Contractors**

   a. The Parties, for all purposes of this Agreement, are deemed to be independent contractors and nothing herein creates the relationship of employer and employee or agent between the Parties, or between one Party's employees, agents or contractors and the other Party.

b. ACFD shall remain fully responsible as employer for all taxes, premiums, wages, withholdings, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. It is further agreed that each Party shall be responsible for the claims of its own personnel for wage and disability payments, pension and fringe benefit payments, unemployment and worker's compensation benefits, damage to equipment or clothing and medical expenses.

ARTICLE IV

TERM AND TERMINATION

1. **Effective Date**

This Agreement shall commence on the date it is fully executed by the Parties, _____, 2026, and continue through December 31, 2027, or until terminated by written notice by one or both of the Parties as listed in paragraph 4 below.

2. Modification of Agreement

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.

3. **Termination for Cause**

Any substantial reduction of fire fuels management services by ACFD or failure of a Party to mutually agree to modifications to this Agreement after conferring as provided above, shall be cause for termination of this Agreement by any Party.

4. **Termination**

Either Party may terminate this Agreement without cause by giving the other Party thirty (30) days' advance written notice of intention to terminate the Agreement. Either Party may terminate this Agreement with cause (as set forth in Article IV, paragraph 3, above) by giving the other Party advance written notice of intention to terminate the Agreement. In the event of termination, ACFD shall be paid for all services provided before the effective date of termination.

IN WITNESS WHEREOF, this Agreement is dated the year and date first written above.

CITY OF PLEASANTON ALAMEDA COUNTY FIRE DEPARTMENT

Gerry Beaudin,
City Manager
City of Pleasanton

David Haubert,
President of the Board of Directors
Alameda County Fire Department

ATTEST:

Jocelyn Kwong, City Clerk

Approved as to Form:

Daniel S. Sodergren, City Attorney

Approved as to Form:
Andrea L. Weddle, Interim County Counsel

By: Kathy Lee, Deputy County Counsel

SEQUOIA
Ecological Consulting, Inc.

Exhibit A

AUGUSTIN BERNAL COMMUNITY PARK FUELS REDUCTION

PROJECT PLANS AND SPECIFICATIONS

Project Background

The project footprint and surrounding area have a wildfire hazard risk that is considered by CAL FIRE to be "moderate" to "high." Wildfire hazard risk is attributed to widespread invasive, noxious, fire-hazardous vegetation; decades of dead vegetation accumulation; and over a century of fire suppression. The desired result of the Project is to restore fuel loads to more natural levels that can be maintained through prescribed fire and other methods. The Project would reduce excess and ladder fuels within an approximately 200-foot-wide shaded fuel break and wildland-urban interface, creating safer access for first responders and community members.

This Project was envisioned in collaboration with CAL FIRE and includes a fuel break abutting the Golden Eagle Community (Figures 1 and 2). The objective is to reduce dense vegetation and remove ladder fuels (fuel that can carry fire from the ground into the tree canopy, like a ladder), such as small-diameter trees and brush. In the event of a wildfire, this will provide safe access for firefighting personnel, support the creation of fire lines, and potentially slow the spread and lower the intensity of fires.

Environmental compliance for the Project was achieved through a Project-Specific Analysis (PSA) and Addendum under the California Vegetation Treatment Program (CalVTP) Programmatic Environmental Impact Report (PEIR). The PSA/Addendum approved a total of 162 acres, of which up to 126 acres will be implemented under this contract. The CalVTP permitting mechanism establishes a set of Standard Project Requirements (SPRs) and Mitigation Measures (MMs) that implementing agencies, including contractors, are responsible for following. SPRs were considered and built into the *Operational Specifications* listed below.

Due to the Project's location within federally designated critical habitat for the state and federally threatened Alameda whipsnake (Figure 2), nearly all work must be performed with hand tools (string trimmers, chainsaws, etc.). Mechanical equipment use will be limited to areas around the trailhead parking lot that are outside of critical habitat for Alameda whipsnake and to truck and chipper use on established fire trails within critical habitat (Figure 3).

Work will be conducted between **May 2026 and December 2027.**

Project Site and Location

The Project will be implemented on public and private lands in and adjacent to Augustin Bernal Community Park. The Project is adjacent to the unincorporated community of Kilkare Woods and the neighborhoods of Golden Eagle Estates and The Club at Castlewood.

Treatment areas will be accessed via existing fire roads and trails. No new roads will be created. All access to the park and surrounding treatment areas will be via the trailhead parking lot on Golden Eagle Way or via Santos Ranch Road. Vehicles and equipment will be staged at the Contractor's yard daily or on-site in coordination with the City. Throughout the course of project implementation, the Contractor will maintain road integrity, including maintaining drainage features. Garbage and construction debris will be regularly removed from the work site.

Project Treatments

Project treatments will reduce wildfire fuels in a deliberate manner designed to minimize environmental impacts to wildlife and protected plants, consistent with the CalVTP PEIR.

The overarching treatment approach will follow these basic guidelines:

- Class I, II, and III watercourses will be protected by a year-round equipment exclusion zone as designated and flagged by a qualified biologist, dependent on slope, access, and treatment priorities
- Biomass disposal methods will avoid watercourses, including cut and chipped vegetation and pile burning
- Removal of invasive plants and dead woody material will be prioritized before removing live native vegetation
- Hazardous trees (e.g., dead or dying trees) identified by a qualified professional will be removed
- Equipment used for mechanical treatment will not operate off of existing fire trails in Alameda whipsnake critical habitat
- No cleared timber or other forest products will be removed for commercial purposes
- All treatment activities and biomass distribution will avoid riparian habitat by a standard minimum buffer of 50 feet
    - Buffer size will increase if a qualified biologist or Registered Professional Forester (RPF) recommends this based on factors such as slope, existing erosion, sensitivity of vegetative habitat, or presence of sensitive resources

Manual treatment is required throughout the majority of the project area due to its location within Alameda whipsnake habitat. Treatments are strategic removal of vegetation to prevent or slow the spread of non-wind-driven wildfire between structures and wildlands. In areas where wildland and manufactured structures overlap, higher intensity fuel reduction typical of defensible space will occur within 100 to 150 feet of manufactured structures, as determined by fire professionals and based on site conditions. Beyond

100 to 150 feet from manufactured structures, vegetation treatments will be implemented with lower intensity. Fuel reduction will focus primarily on removal of invasive plants, noxious weeds, fire-hazardous vegetation, and dead and dying vegetation, as well as limbing up of trees per the specifications.

Mechanical Treatment

Mechanical treatments will include mowing, chipping, and broadcasting target vegetation above ground surface, with particular care to minimize ground disturbance. A variety of equipment, including but not limited to mowers, masticators, and track chippers, will be used, as appropriate. Due to the presence of Alameda whipsnake critical habitat, mechanical treatment activities will be limited to areas of existing disturbance, such as the trailhead parking lot and fire trails. **Error! Reference source not found.** provides a summary of treatment types and methods, broken down by treatment area. A map of treatment areas, their names, and acreages is provided in Figure 3.

No mechanical equipment will operate off existing roads and trails, except in disturbed grassy areas of the trailhead parking lot. Mechanical treatments will be limited to trailhead area mowing and broadcast chipping from existing roads. Mechanical treatments will avoid state or federally jurisdictional waters and riparian habitat by a minimum of 50 feet.

Manual Treatment

Ground crews will use hand tools and hand-operated power tools, including but not limited to chainsaws, hand saws, pole saws, string trimmers, McLeods, Pulaskis, weed pullers, brush cutters, and loppers. Manual treatments will cut, clear, and/or prune trees, herbaceous vegetation, and woody shrubs to increase space between trees. Manual treatments will be used to treat dead, dying, and diseased trees. Manual activities will cut or chop standing and downed vegetation using chainsaws and other methods. Small-diameter trees (6 inches or less in diameter at breast height [DBH]), downed woody debris, and woody shrubs will be strategically lopped and scattered, piled for later burning, or chipped to increase tree spacing and reduce fire fuel loads. Native understory vegetation, brush, and shrubs under the drip lines of trees will be cut and scattered, leaving root systems intact for resprouting. **Error! Reference source not found.** provides details on vegetation cutting and removal or in-place storage methods by treatment area.

Manual treatments will be the primary method of treatment throughout the project site. Herbicides may be used in conjunction with manual treatments to prevent the spread and resprouting of invasive plant species within the treatment areas, along roads, and in other high-traffic areas. Manual treatment activities will avoid riparian habitat by a minimum of 50 feet and state or federally jurisdictional waters by a minimum of 50 feet from the ordinary high water mark.

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Herbicide Application

Herbicides will be used strategically to supplement other treatment methods to prevent the spread and resprouting of invasive species within the treatment areas and along roads. Effective herbicides identified by the California Invasive Plant Council and U.S. Department of Agriculture that are consistent with those described in the CalVTP PEIR will be applied. On-the-ground application methods will include painting cut stems or stumps and using backpack sprayers or hand applicators to target specific invasive plants; no aerial spraying, broadcast spraying, or spraying from trucks will occur. No herbicide treatment will occur within 50 feet of aquatic habitat. Herbicides should not be applied without prior discussion with and approval by the City of Pleasanton.

Herbicide application will comply with the U.S. Environmental Protection Agency label directions and both California Environmental Protection Agency and California Department of Pesticide Regulation label standards. All herbicide application will be performed or supervised by certified and licensed pesticide applicators in accordance with all local, state, and federal regulations. Herbicide application will not take place within 24 hours of a rain event.

Operational Specifications

The following specifications will act as the requirements for the Contractor to operate safely and efficiently while protecting and conserving sensitive resources. These specifications were written to incorporate SPRs required by the CalVTP PSA/Addendum, which satisfies California Environmental Quality Act compliance for this project.

General Operational Specifications

1. A pre-designated Contractor foreman will be required to be on-site at all times while the crew is working. The foreman must be able to address concerns from the City of Pleasanton, partner agencies, supervised designees, adjacent landowners, and/or the public. Contractor shall provide the full name, phone number, and email address of this person prior to work starting.
2. Operations may occur during daylight hours from 8:00 a.m. to 5:00 p.m., Monday through Friday. No operations will occur on holidays. Consideration will be given to weekend operations based upon project progression. Consideration will also be given to beginning operations at 6:00 a.m. should daylight and weather conditions warrant.
3. Operations are expected to occur primarily from May 1–October 15. Operations may occur outside of this window under the following conditions, if saturated soil conditions do not exist; if operations from appurtenant roads and staging areas can be conducted from a stable operating surface; and if requirements under **Operations from October 15–May 1**, **Watercourse Protections**, and **Biological Resource Avoidance Measures** can be met.

4. The Contractor is responsible coordinating with the City of Pleasanton to close trails as needed to complete treatments. Trail closures will include setup of appropriate signage (supplied by the City) and marking of detours when appropriate.
5. The Contractor shall be responsible for returning the trails and staging areas to an "as good or better" condition following operations.
6. Contractor shall be responsible for maintaining a spill kit containing the following items:
    a. Protective clothing or personal protective equipment to protect body parts most likely to be exposed to spilled hazardous substances; and
    b. Tools to clean up a spill, including highly absorbent towels, pads, and at least six (6) 3-inch by 10-foot-long spill-absorbent socks.
7. Prior to beginning operations, the City of Pleasanton and its supervised designee will conduct a pre-operational meeting to discuss project implementation, special protection measures, and any potential operational constraints regarding the conduct of this contract that may impact project completion, including but not limited to planned start date, special protection measures, operational constraints, operating schedule, and order of project completion.
8. The Contractor shall prepare and keep record of a daily checklist made available at the request of City, or its supervised designee, that checks the following for daily operations:
    a. Names of Contractor's daily on-site operational personnel and equipment. Equipment with Hobbs hour meters will log daily meter readings.
    b. Inspections around the equipment and staging area for any wildlife that may have decided to occupy the area, particularly Alameda whipsnake. If any Alameda whipsnakes are found, operations at the location must stop, and City, or its supervised designee, must be notified immediately. Contractor will not harm, harass, or injure Alameda whipsnakes.
    c. Inspections for any equipment leaks.
    d. Ensure all water tanks for fire suppression are full.
    e. Confirm that nesting bird, bat roost, and other necessary surveys are completed for the treatment areas proposed for operations that day if operating from February 1 to August 31.
    f. Record wind speed and relative humidity measurements at the beginning of operations, 12:00 p.m., and the conclusion of operations each day.
9. Contractor will provide a Pest Control Recommendation and all label information, safety data sheets, and a proposed Spill Response Plan prior to any herbicide operations on-site(s). The City of Pleasanton and its supervised designee will review the Spill Response Plan prior to implementation.
10. Mechanized equipment operations shall not occur if, from 6:00 a.m. to 6:00 p.m. the day prior to proposed operations, there is a National Weather Service (NWS) forecast average of rain 30 percent or greater for the day of proposed operations.
11. Typical work areas are brush and forest, often away from roads and on steep terrain, and with target species densities ranging from 1 percent to 100 percent absolute cover. Poison oak, stinging nettle, and stinging and biting insects are abundant. Access is via unpaved roads and trails. Contractor shall also access remote locations without paved roads. Some treatment sites shall require walking to site.
    a. All vehicles used on the project site shall be covered by Contractor's insurance; be in good functioning order; have functional 4-wheel drive with adequate clearance for off-road use; and have tires that have minimum 3/32" tread. All occupants shall wear seat belts. Contractor shall operate vehicles at appropriate speeds within the preserves:

i. 15 miles per hour maximum;
ii. 5 miles per hour when passing pedestrians, bicycles, or horses;
iii. When parking within any partner's land, contractor must allow enough room for emergency vehicle access at all times;
iv. Contractor shall have safety plans in place for heat illness, medical emergencies or injuries, and working adjacent to roads; and
v. Contractor shall have the ability to communicate from remote locations in case of medical or fire emergencies.

b. All contractors must wear safety vests while on partners' lands, including while in vehicles.
c. All vehicles must display prominent markings identifying them as contractor vehicles.

Treatment Specifications

The following section outlines the specific treatment prescriptions based on priority, treatment area, and fuel type. Treatments shall be conducted in priority order according to Table 1 below (Figure 3). Within each treatment area (Figures 2 and 3), the treatment prescription shall match the priority description in Table 1 and the treatment area treatment methods in Table 2. Finally, all vegetation work shall occur according to the general and fuel type specifications described below.

General Treatment Specifications

1. The treatment goal is the reduction of understory vegetation and small-diameter trees. Generally, remove dead, dying, and diseased trees and retain live trees less than or equal to (≤) 6 inches DBH. Healthy trees selected for retention that are less than 6 inches DBH will achieve an approximately 10–20-foot spacing where feasible.
2. Where overstory canopy cover is less than 50 percent, or as identified in the field by the City of Pleasanton or its supervised designees, identify "save" trees of a variety of species for overstory recruitment at mixed distances from 6–15 feet.
3. Identify no-cut species as applicable.
4. Where there are only stands made up of trees less than 6 inches DBH, these stands of smaller trees will be spaced approximately 10–20 feet apart. Healthy trees ≤6 inches DBH will be favored over diseased trees ≤6 inches DBH to meet the spacing goal and maintain a shaded fuel break.
5. All stumps will be cut no higher than 6 inches above the ground. All cuts will be a flat or parallel cut to the ground and will have a smooth appearance with no frayed material visible.
6. All dead and downed trees less than 12 inches in diameter will be delimbed and chipped/scattered, with the remaining trunks left in place unless several trees have created a piled concentration. In this case, the remaining tree trunks will be separated by at least 10 feet from any other logs and left on-site.
7. Dead, downed trees greater than 12 inches in diameter may be chipped/bucked with a chainsaw for access around treatment areas but should remain in place where feasible unless they create a significant fire hazard and shall be separated by at least 10 feet from any other logs and left on-site.
8. Contractor shall consider maintaining an appropriate number of snags and downed woody debris within the treatment areas. Target snags should be approximately 1–2 per acre and similar for downed woody debris greater than 12 inches in diameter.

9. A tree of any size considered a hazard and direct threat to personal safety or infrastructure may be removed.
10. The City of Pleasanton, or its supervised designee, reserves the right to reasonably adjust tree treatments in areas where additional sensitive resources are identified and may adjust the treatment prescription as needed.
11. Lopping and slash requirements for hand work where chipping is not feasible:
    a. In treatment areas identified as hand work that are within 50 feet of a property line, road/trail, water tank, exposed water line, water uptake, or other key infrastructure or asset identified by the City of Pleasanton or its supervised designee, slash height shall not exceed 12 inches.
    b. In other treatment areas identified as hand work, slash height shall be treated to between 18 and 24 inches.
    c. In hand work areas, all logs on the ground less than 16 inches in diameter shall be left with as few cuts as possible to put them into contact with the ground.
    d. All slashes must have maximum contact with the ground.
    e. Do not cut trees or snags greater than 6 inches DBH or dead/dying trees and snags greater than 16 inches DBH unless specifically marked.
    f. Limbed or pruned oak trees should be left with supporting branches in place.
12. Damage to residual trees shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or shrubs, the Contractor shall remove these specimens.

Table 1. Treatment priority phasing.

Phase/Priority	Description	Acres
Priority 1	50-foot-wide clearance around all trails in treatment areas 1–11, 13. Treatments within Priority 1 areas shall include hand clearing of all understory vegetation down to approximately 3 inches above ground level, including mowing of grasses. Shrub dominated areas shall be mosaiced according to shrub treatment specifications below. Trees greater than 6 inches DBH will be retained. Retained trees will be pruned to reduce ladder fuels.	45.6
Priority 2	100-foot-wide clearance around all trails in treatment areas 1–11, 13. Treatments within Priority 2 areas shall include removal of woody understory vegetation, and tree pruning to reduce ladder fuels. No mowing of herbaceous vegetation shall occur. All trees greater than 6 inches DBH will be retained.	26.9
Priority 3	Treatment of full area for treatment areas 1–11, 13. Treatments within Priority 3 areas shall focus on tree pruning to reduce ladder fuels and removal of dead, woody material. Dense woody understory shall be thinned as appropriate and trees greater than 6 inches DBH will be retained.	53.8
	Total	126.3

Table 2. Treatment method prescriptions by treatment area.

Treatment Area Number	Name	Treatment Type(s)	Treatment Method	Acres
01	HOA Break	Mechanical, hand work	Mechanical, with some hand trimming where terrain disallows mechanical treatment. There is evidence that it is already mowed annually. Thus, perhaps the treatment can extend beyond the work already done. Mowers come in from the north and in breaks along Clover Court. Southern to be treated with hand labor.	5.60
02	Parking Lot	Mechanical, hand work	Mechanical treatments with hand labor, trim lower tree branches and cut shrubs under tree canopy. The area is already being mowed annually.	11.30
03	Golden Eagle Trail	Hand work	Hand treatments, limbing trees, and cutting understory brush. Do not cut grass, except for 10 feet from the road. Create wildlife piles with dead material. Do not buck dead logs, leave them long and in contact with the ground.	33.99
04	Central Trails	Hand work, chipping	Hand treatment, limbing trees, and cutting understory brush. Chip material smaller than 4 inches in diameter, and leave larger material scattered, in contact with the ground. Cut grass within 25 feet of the road.	7.86
05	Longview Trail	Hand work, chipping	Hand treatment, limbing trees, and cutting understory brush. Chip material smaller than 4 inches in diameter, and leave larger material scattered, in contact with the ground. Cut grass within 25 feet of the road.	3.80
06	Longview Drive	Hand work, chipping	Hand treatment, cutting brush and dead limbs. Chip material smaller than 4 inches in diameter, and leave larger material scattered, in contact with the ground.	7.02
07	Toyon Trail	Hand work, chipping	Hand treatment, limbing trees, and cutting understory brush. Chip material smaller than 4 inches in diameter, and leave larger material scattered, in contact with the ground. Cut grass within 25 feet of the road.	9.59
08	Western Trails	Hand work	Hand treatments, limbing trees, and cutting understory brush. Cut grass within 25 feet of the road. Create wildlife piles with dead material. Do not buck dead logs, leave them long and in contact with the ground.	8.06
09	Western Grassland	Hand work	Hand treatments, limbing trees, and cutting understory brush. Cut grass within 25 feet of the road. Create wildlife piles with dead material. Do not buck dead logs, leave them long and in contact with the ground.	8.54
10	Pond Cutoff	Hand work	Hand treatments, limbing trees, and cutting understory brush. Cut grass within 25 feet of the road. Create wildlife piles with dead material. Do not buck dead logs, leave them long and in contact with the ground.	16.05
11	Blue Oak Knoll	Hand work	Hand treatments to cut material on outside of the road and existing burn border.	5.60
13	Southern Break	Hand work	Hand treatment, create wildlife piles with dead material. Do not buck dead logs but rather leave them long and in contact with the ground, perpendicular to the slope to act as dams for soil and water movement.	3.31
			Total	126.3

Tree Treatments

1. Retain healthy trees greater than 6 inches DBH with appropriate canopy spacing
2. Strategically retain native trees, shrubs, herbaceous plants, grasses, and downed woody debris on the forest floor while reducing fuel connectivity
3. Strategically remove and thin understory trees as well as dead and dying trees to achieve separation between the ground and the tree canopy
4. Dead, dying, and diseased trees will be prioritized for removal; those with potential to contribute to the natural forest process will be retained
5. Healthy trees less than 6 inches DBH will be removed to achieve spacing of 10–20 feet apart, as feasible, prioritizing those that do not contribute to canopy development
6. Remaining stumps will be cut flat at no more than 6 inches above the ground
7. For all trees, lower tree limbs will be pruned up to 15 feet, retaining 50 percent of the live crown of the tree; for trees less than 24 feet in height, the lower one-third of tree branches less than 3 inches diameter will be removed, retaining 50 percent of the live crown

Tree Pruning Treatments

1. Trees greater than 6 inches DBH will be pruned (live and dead limbs) up to a maximum height of 15 feet. No pruning will be done to a height greater than 33 percent of total tree height.
2. The City of Pleasanton, or its designee, will provide instruction on hardwood pruning techniques using recognized arboricultural guidelines as needed.

Understory Vegetation and Shrub Treatments

1. Understory vegetation and shrubs under the drip lines of trees shall be cut by hand leaving root systems intact for resprouting, except:
    a. Contractor shall not remove through hand work, hydrophytic riparian species (e.g., sedges, rushes, and blue elderberry)
2. Outside of the drip line of retained trees and shrubs, vegetation shall be cut, leaving root systems intact for resprouting to achieve a horizontal crown separation of approximately 50–75 feet. Spacing between remaining vegetation may be closer to 50 feet on flatter ground and 75 feet on steeper ground. Vegetation may be completely removed to provide defensible space when in proximity to infrastructure or near homes within treatment areas. Remaining clumps of shrubs should not exceed approximately 15–25 feet in diameter and will consist of healthy-appearing specimens where feasible.
    a. Consideration shall be given to maintaining a diversity of understory vegetation and shrub species in these areas.
    b. Shrubs will be retained in clumps or shrub islands and in a manner that breaks long sight distances and provides adequate cover for wildlife.
3. Woodrat nests shall receive a 10-foot buffer at minimum. The majority of living vegetation associated with woodrat nest complexes should remain.
4. Damage to residual understory vegetation and shrubs shall be minimized to the greatest extent feasible.

5. The City of Pleasanton, or its designee, reserves the right to reasonably adjust understory vegetation and shrub treatments in areas where additional sensitive resources are identified and/or may adjust the treatment prescription as needed to meet specific conditions.
6. See additional shrub treatment requirements under Biological Resource Avoidance Measures below.

Treated Vegetation within Treatment Areas

1. Residual material, i.e., chipped material, shall be dispersed throughout the project area in a mosaic pattern, at variable depths, concentrating residual material in areas of equipment disturbance and, to the extent feasible, minimize residual material in forest gaps or openings where increased biodiversity of herbaceous understory regeneration is more likely. In general, residual material depths should average 3 inches and should not exceed a depth of approximately 6 inches. Chipped materials shall not be spread on suitable refugia for Alameda whipsnake, such as rodent burrows or rocky outcrops.
2. Excessive residual chipped material shall not obstruct water flow in drainage features such as ditches and culverts. Such material shall be removed by the Contractor prior to a forecasted 30 percent precipitation event or upon completion of operations, whichever occurs first.
3. Residual chipped material should be utilized to cover approximately 75 percent of any areas bared during operations and shall not be piled at the base of remaining trees or sensitive vegetation.
4. Upon completion of a treatment area, the Contractor shall ensure that all roads and trails are open and passable.
    a. Scattered debris is acceptable on trail surfaces but not to the point that it creates any significant tripping hazards.
5. Damage to residual trees and shrubs shall be minimized to the greatest extent feasible. If there is excessive damage to residual trees or shrubs, the Contractor shall remove those specimens.
6. The City of Pleasanton, or its designee, reserves the right to reasonably adjust treatments in areas where additional sensitive resources are identified and/or may adjust the treatment prescription as needed to meet specific conditions.

Acceptable Heavy Equipment

1. Small, tracked tractor, such as a skid steer or mini excavator for mowing or moving material on existing roads and trails
2. Tracked wood chipper capable of handling material greater than 16 inches DBH
3. Chip truck for hauling wood chips and logs
4. Other heavy equipment may be proposed for use by the Contractor and must be approved by the City of Pleasanton, or its designee
    a. To propose other heavy equipment, the Contractor should be prepared with equipment dimensions, weight, and photos of equipment

General Provisions for Heavy Equipment

1. Heavy equipment shall not operate:
    a. In any watercourse and lake protection zones;
    b. Off of any established roads or trails;

c. On any paved or chip-sealed surface, with the exception that heavy equipment with rubber tracks or excavators with street pads may operate on such surfaces;
    i. The Contractor shall be responsible for damage to surfaced roads resulting from heavy equipment use.
    ii. The Contractor shall be responsible for grading dirt or rocked roads that have been impacted by the Contractor's actions. Such roads shall be returned to their preoperational original condition.
    iii. Heavy equipment operation shall cease if the activity generates a significant amount of dust that impedes visibility.
d. If, from 6:00 a.m. to 6:00 p.m. the day prior to proposed operations, there is an NWS forecast average of rain 30 percent or greater for the day of proposed operations;
e. On saturated soils, as defined in 14CCR §895.1 (shown here for reference):
    i. "Saturated Soil Conditions means that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during Mechanized Equipment Operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials."
f. Outside of the project boundary; or
g. In any other area identified for heavy equipment exclusion on the operations map.

2. Leaking equipment shall not be allowed into the project area. If, during the course of operations, a fuel or hydraulic fluid leak is discovered, the machine shall stop, and the leak shall be contained and fixed immediately. Operations with that equipment shall not resume until the leak has been fixed. The Contractor shall remove and dispose of any contaminated soil.
3. Care shall be taken to avoid damage to trees that will not be removed. If trees that are not slated for removal are damaged during operations and deemed by an RPF or their supervised designee to pose a hazard or be unlikely to survive, the contractor shall be responsible for their removal or cutting.
4. No heavy equipment shall be fueled within 65 feet of any watercourse.

Fire Safety

CAL FIRE typically announces the start of the Fire Season in May of each year and usually doesn't end the season until November, depending on weather and fuel conditions. This section applies to work occurring during the declared Fire Season and Red Flag conditions. It is the responsibility of the Contractor to follow these requirements. Contractor operations may be suspended at any time by the City of Pleasanton, or its designee, based on red flag warnings, high fire danger, Unit Preparedness Levels, or when on-site conditions determine that the operation of the machine presents an elevated risk of starting a fire.

1. Contractor shall maintain at least one working cell phone, radio, or satellite phone capable of communicating in case of an emergency, such as medical or fire incident. In an emergency, call 911, then notify the City of Pleasanton or its supervised designee.

2. The Contractor will have fire tools available on-site during operations for firefighting purposes per PRC 4428:
    a. No person, except any member of an emergency crew, or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, shrubland, or grass-covered land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner, and location prescribed in this section.
    b. On any such operation, a sealed box of tools shall be located within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and enough shovels so that each employee at the operation can be equipped to fight fire.
    c. One or more serviceable chainsaws of 3.5 or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or alternatively, a full set of timber-felling tools shall be located in the fire toolbox, including one crosscut falling saw 6 feet in length (chainsaw acceptable), one double-bit axe with a 36-inch handle (single bit axe acceptable), one sledge hammer or maul with a head weight of 6 or more pounds and handle length of 32 inches or more, and not less than two falling wedges.
    d. Each passenger vehicle (including side-by-sides, UTVs, etc.) used on such operation shall be equipped with one shovel and one axe, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.
        i. As used in this section:
            1. “Vehicle” means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.
            2. “Passenger vehicle” means a vehicle that is self-propelled, and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons but does not include any motortruck or truck tractor.
3. The Contractor shall provide and be responsible for operating and maintaining the following for initial ignition attack and fire suppression:
    a. A full 500-gallon water buffalo trailer with a water pump and minimum 50-foot fire hose, both attached to the trailer, to be within reasonable proximity to operations at all times.
        i. The mobile motorized pump shall be capable of reaching and dispensing a minimum of 250 gallons of water to all areas of active equipment operations within 5 minutes of fire ignition.
        ii. If the Contractor is operating more than one crew out of different staging areas, the Contractor shall provide one of these units for each crew.

**Contractor may propose an alternative method that meets or exceeds these standards described in Item #2 above.*

4. Treatment areas shall be walked prior to operations to determine if there are any potential ignition hazards such as rocks, metal objects, or highly combustible fuel sources. The Contractor should adjust operational schedules to operate in these areas when fire hazard risks are the lowest, such as early morning.
5. Contractor must remain on improved roads when driving between work sites. No cross-country or off-road driving is permitted. All vehicles must be parked on paved or dirt improved areas near the work site to minimize igniting grass. This also pertains to UTV and ATV use.
    a. Each vehicle or piece of heavy equipment shall be outfitted with a minimum 5-pound Class ABC fire extinguisher, and/or a 2.5-gallon air pressurized gallon Class A water fire extinguisher, and/or a 5-gallon backpack pump physically attached to the heavy equipment or truck in an accessible location to respond to any possible ignitions. Heavy equipment with foam fire suppressions system built in meets this requirement.
    b. Spark arrestors affixed to the exhaust system of engines or vehicles shall not be mounted in a manner as to allow flames or heat from exhaust system to ignite any flammable material.
6. Spark arrestors are required for all mechanized tools.
7. No smoking is permitted within the project area.
8. During times when vegetation is flammable, a minimum 2-hour fire watch is required each day following conclusion of mechanized operations. Fire watch may include time spent conducting routine end-of-day equipment maintenance.
9. A 5-gallon backpack pump, McLeod hand tool, and shovel shall be strategically staged within 250 feet of any mechanized mastication operations for ground crew or spotters to immediately extinguish any ignition.
10. Tree cutting crews are required to carry one fire extinguisher per chainsaw. Applicable laws and Regulations: California Public Resource Code Sections 4442 and 4443 Spark arrester and muffler requirements; 4427 Clearance and equipment requirements. California Health and Safety Code Sections 13001 Causing Fire; 13005 Use of Hydrocarbon Engine without Exhaust Spark Arrester; 13007 and 13009 Liability.
11. If the relative humidity is at or below 20 percent and/or winds are at or above 15 miles per hour at the end of the workday, Fire Watch patrol shall be required on-site during and at least 3 hours after operations if mechanized mastication equipment has been operating.
    a. Contractor shall have a Kestrel handheld monitor (or equivalent) to monitor wind and relative humidity and shall take readings at the beginning of operations, 12:00 p.m., and the conclusion of operations each day. Contractor shall maintain a record of readings as part of the daily operational checklist.
12. The City of Pleasanton, or its designee, reserves the right to restrict operating hours or operations in total during critical fire weather.

Operations from October 15 to May 1

The contractor may conduct operations between October 15 and May 1, provided that no operations on saturated soil conditions, as defined below, occur:

1. Saturated soil is defined as soil and/or surface material pore spaces that are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include but are not limited to:
    a. Areas of ponded water;
    b. Pumping of fines from the soil or road surfacing material during operations;
    c. Loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts;
    d. Spinning or churning of wheels or tracks that produces a wet slurry; or
    e. Inadequate traction without blading wet soil or surfacing materials.
2. In addition, operations on appurtenant roads or staging areas may only occur from a stable operating surface, as defined below:
    a. A surface that can support vehicular traffic and that routes water off the road surface or into drainage facilities without concentrating flow in ruts (tire tracks), pumping of the roadbed, or ponding flow in depressions. A stable operating surface shall include paved roads, structurally sound road base, unsaturated hard packed seasonal roads, and all must be appropriate for intended use.

Watercourse Protections

1. Class I, II, and III watercourses will be protected by a year-round equipment exclusion zone as designated and flagged by a qualified biologist dependent on slope, access, and treatment priorities.
2. Heavy equipment used in project operations shall not be serviced or fueled within 65 feet of a watercourse or in any locations where servicing will allow grease, oil, or fuel to pass into lakes or watercourses. Contractor shall maintain a spill response kit within reasonable proximity to equipment operations.
3. Equipment shall be checked each day for any signs of leaks, and if any are discovered, they shall be repaired immediately.
4. Operations shall not place, discharge, dispose of, or deposit in such a manner as to permit to pass into waters of the state any substances or materials, including but not limited to soil, silt, bark, slash, sawdust, or petroleum in quantities which may cause harm to fish, wildlife, beneficial functions of riparian zones, or the quality and beneficial uses of water.
5. All staging areas and fueling or maintenance of vehicles and equipment shall occur outside of sensitive habitat areas and at least 65 feet from any water body, drainages (including storm drains), or riparian habitat.
    a. No petroleum products, chemicals, silt, fine soil, or any substance or material deleterious to sensitive species shall be allowed to pass into or be placed where it could enter a stream channel.
    b. Any spills of hazardous materials shall be cleaned up and/or removed immediately. Any such spills shall be reported to the City of Pleasanton, or its supervised designee.
    c. Major vehicle maintenance, repairs, and washing shall be done off-site.
    d. Chainsaw fueling shall occur on service roads and only where spills can be easily cleaned and at least 65 feet away from streams, bridges, or other areas that can transport spilled materials into natural waterways.

Biological Resource Avoidance Measures

1. All crew members and Contractors are required to receive training from a qualified biologist prior to beginning treatments. The training will describe the appropriate work practices necessary to effectively implement the biological SPRs and MMs and comply with the applicable environmental laws and regulations.
2. If any California Endangered Species Act- or Federally Endangered Species Act-listed plant or animal is encountered, operations shall cease in proximity, and the area shall be avoided. The City of Pleasanton, or its designee, shall be notified immediately.

Nesting Birds and Roosting Bats

Nesting bird and bat roost surveys are required from February 1 to August 31 and shall be conducted within 7 days of any mechanical or manual treatment areas by a qualified biologist. Additional wildlife surveys may be required seasonally, as determined by the City of Pleasanton, or its qualified designee.

1. Areas where nesting birds and/or bat roosts are found to occur shall have a buffer zone of 500 feet or greater, as determined by the qualified biologist. The qualified biologist reserves the right to increase or decrease the buffer size as appropriate based on topography.
2. Disturbance of nests/dens/roosts/nest cavities shall be avoided. If the Contractor identifies an active nest/den/roost/nest cavity, a buffer of 100 feet should be immediately established between construction activities and the active nest/den/roost/nest cavity so that nesting activities are not interrupted, and City of Pleasanton staff should be notified. A qualified biologist reserves the right to increase or decrease the buffer size as appropriate based on topography.

San Francisco Dusky-Footed Woodrat

Woodrats and woodrat nests receive a 10-foot buffer at minimum. The majority of living vegetation associated with woodrat nest complexes should remain, where feasible.

1. Woodrat nests may only be removed, if necessary, to access a portion of a treatment area otherwise inaccessible or reasonably pass from one treatment polygon to another.
2. Nest removal shall be avoided during the breeding season, if feasible (January 1–September 30). If woodrat nests must be removed during the breeding season, they will be slowly removed by hand to determine if young are present. If young are present, the nest material shall be replaced, and the nest left alone for 2–3 weeks, at which time the nest can be rechecked to verify that young are capable of independent survival before proceeding with nest dismantling. A qualified biologist shall be notified to determine if young are present prior to removal.

Alameda Whipsnake

Implementing treatment activities within suitable Alameda whipsnake habitat will require focused surveys to determine presence of Alameda whipsnake each day prior to working at each new area. When crews are working within suitable Alameda whipsnake habitat, a qualified biologist will conduct ongoing focused

pre-treatment surveys during treatment activities. Within highly suitable habitat, surveys will be repeated in treatment areas immediately prior to vegetation removal to ensure that the species is not present prior to the start of work in each scrub area.

Suitable Alameda whipsnake habitat is described in the U.S. Fish and Wildlife Service (USFWS) Critical Habitat Designation as comprising three habitat types: core scrub, dispersal/foraging habitat, and rocky outcrop habitat. Dispersal and foraging habitat include woodland or annual grassland contiguous to core scrub habitat. When work is occurring within core scrub habitat areas, the crew will work closely with the qualified biologist to selectively remove scrub in a way that retains areas greater than 0.5 acres in size, or scrub areas above 0.2 acres in size that are within 50 feet of scrub patches greater than 0.5 acres in size dimensions areas, and, therefore, retains the overall habitat function while still serving the needs of the shaded fuel break.

The following techniques would be implemented during treatment in scrub/shrub areas:

1. Vegetation removal would occur in irregular, oblong shapes to maintain a natural condition.
2. Vegetation removal would avoid rocky outcrops.
3. The overall dominant habitat type would not be converted.
4. Vegetation removal would focus on dead, woody vegetation, and invasive plants.

The following additional measures apply within suitable Alameda whipsnake habitat:

1. Within suitable habitat, heavy equipment, including mowing equipment that may collapse burrows, would be utilized exclusively from stable operating surfaces, such as established roads and trails.
2. Prior to operating stationary vehicles and equipment, all contractors, their employees, and agency personnel would check under and near vehicles/equipment for the presence of Alameda whipsnake and any wildlife that may have moved there.
    a. If Alameda whipsnake or any wildlife are discovered, the qualified biologist would be contacted immediately; the qualified biologist shall have the authority to halt Project activities until the animal leaves the area of its own accord and shall contact USFWS, as necessary, to determine necessary steps.
    b. Manual removal of the species is not anticipated during vegetation treatment activities, but permitted biologists with applicable California Department of Fish and Wildlife Scientific Collection Permits and/or USFWS 10(a)(1)(A) permits would be on-call during project activities.
3. Within suitable Alameda whipsnake habitat, mechanical treatment would be avoided when temperatures are determined by the qualified biologist to be too low for Alameda whipsnake movement (soil surface temperatures reach 66 °F or warmer).
    a. Manual treatments may occur in cooler conditions after the qualified biologist has thoroughly surveyed the area.

4. Contractors would immediately (i.e., the same day) process (i.e., remove completely from the treatment area, chip, permanently place within the treatment area for soil stabilization) all cut materials as they are produced to avoid attracting Alameda whipsnake to the vegetation piles unless otherwise provided in Table 2; if processing within the same day is not feasible, the qualified biologist would advise crews on a suitable location for temporary storage of cut materials that cannot be processed immediately, or the materials would be deconstructed and investigated prior to processing under the advisory of the qualified biologist, and chipped materials would not be spread on suitable refugia for Alameda whipsnake, such as rodent burrows or rocky outcrops.

A full list of biological resource avoidance measures can be found in the Augustin Bernal Community Park Fuel Reduction PSA/Addendum, which is available upon request and will be published prior to start of project.

Archaeological Resources

If evidence of archaeological or cultural resources is discovered during project operations, all operations will cease in the vicinity of the potential resource, a 100-foot buffer will be implemented, and the area shall be avoided. The City of Pleasanton, its supervised designee, or an archaeologist must be notified immediately. The City of Pleasanton, its supervised designee, or an archaeologist may increase or decrease the buffer as deemed appropriate.

Forest Pathogens

Phytophthora ramorum, the pathogen commonly referred to as Sudden Oak Death, infects coastal forests throughout California and Oregon and kills susceptible species, including tanoak, coast live oak, California black oak, Shreve's oak, canyon live oak, and madrone saplings. Host species that are in the Project area include, but are not limited to, California bay laurel, coast redwood, big-leaf maple, and Douglas-fir. To avoid the spread of this pathogen:

1. All hand equipment, including boots, will be sanitized, and heavy equipment hosed off, prior to and following operations in areas where the spread of forest diseases is possible.
2. Each time equipment or vehicles leave or arrive at the site, the equipment or vehicles should be inspected by operations personnel for soil and host plant debris (e.g., leaves, twigs, and branches). Soil and host plant debris should be removed from equipment and vehicles prior to their arrival or departure. This applies to all equipment and vehicles associated with the operation, including heavy equipment, equipment transport trucks and trailers, pick-up trucks, employees' personal vehicles, etc.
3. Additional information for treatment of diseased material and/or transport can be found at the following links for these forest diseases:
    a. Sudden Oak Death: https://www.suddenoakdeath.org/wp-content/uploads/2014/12/forestry-08-10-with-new-2014-map.pdf
    b. Pitch Canker: https://ufei.calpoly.edu/pitch-canker-task-force-management/

Invasive Species

1. Invasive species should only be chipped back into areas where the same species are already present to avoid and minimize the risk of spread.
2. Equipment, tools, boots, etc. must all be cleaned of dirt and debris before arriving on-site to prevent import of weed seed into project areas.
3. Within the project area, invasive plant species and two diseases were identified as occurring or having high potential to occur in the region and have potential to spread in the project area from one work area to another, or from the project area to off-site areas. These species include:
    a. Pitch canker (*Fusarium circinatum*)
    b. Yellow starthistle (*Centaurea solstitialis*)
    c. French broom (*Genista monspessulana*)
    d. Stinkwort (*Dittrichia graveolens*)

Best Management Practices for Construction

The Contractor shall take all precautions and utilize all measures necessary to protect the environmental integrity of the project site, including but not limited to the protection of plant, animal, and aquatic life. The following is an integral aspect of this construction project:

Limitations on Earthmoving

- Best management practices for construction period runoff and erosion control will be employed, including but not limited to silt fencing, fiber rolls, gravel bag berms, sandbag barriers, storm drain inlet protection, tracking controls, and stockpile management
- All access to the site shall be via the park staging area
    - Exact location of any in-park staging areas, number of trips planned, and type of vehicles used shall be discussed
    - Contractor shall be responsible for repairing, at their own cost above and beyond the scope of work, any damage to exiting fire access roads
- No temporary access roads shall be constructed
- Temporary staging areas shall avoid disturbance to wildlife habitat and shall be restored to pre-construction conditions or better
- Trash, litter, construction debris, cigarette butts, etc., must be stored in a designated area approved by the inspector or removed from the site at the end of each working day
    - Upon completion of work, Contractor is responsible for removing all debris to the satisfaction of the inspector

Limitations on Construction Equipment

- No work will occur in flowing or standing water
- Heavy equipment use shall be limited to existing access routes and disturbed, annual grassland turnarounds to ensure protection of the Alameda whipsnake

- The use or storage of petroleum-powered equipment shall be accomplished in a manner to prevent the potential release of petroleum materials into waters of the state (California Fish and Wildlife Code 5650)
- All vehicles and equipment on the site must not leak any type of hazardous materials, such as oil, hydraulic fluid, or fuel
    - Vehicles and equipment must be inspected and approved by the inspector before use
    - Fueling shall take place outside of the riparian corridor
- If needed, a contained area located at least 50 feet from any watercourse will be designated for equipment storage, short-term maintenance, and refueling
    - If possible, these activities will not take place on the project site
- Vehicles shall be inspected for leaks and repaired immediately
- Contractor shall have emergency spill cleanup gear (spill containment and absorption materials) and fire equipment available on-site at all times
    - These items are to be reviewed by inspector before construction begins
- Leaks, drips, and other spill shall be cleaned up immediately to avoid soil or groundwater contamination
- Major vehicle maintenance and washing shall be done off-site
- All spent fluids, including motor oil, radiator coolant, or other fluids, and used vehicle batteries, shall be collected, stored, and recycled as hazardous waste off-site
- Dry cleanup methods (e.g., absorbent materials, cat litter, and/or rags) shall be used whenever possible
    - If water is used, the minimal amount required to keep dust levels down shall be used
- Spilled dry materials shall be swept up immediately

CONCLUSION

If you have any questions or concerns, please do not hesitate to contact me at the email or phone number listed below. Thank you for the opportunity to support you on this project.

Sincerely,

Alex Hirth
Project Manager
Sequoia Ecological Consulting, Inc.
Mobile: (510) 684-2352| Main: (925) 855-5500 | Fax: (510) 439-1104
ahirth@sequoiaeco.com

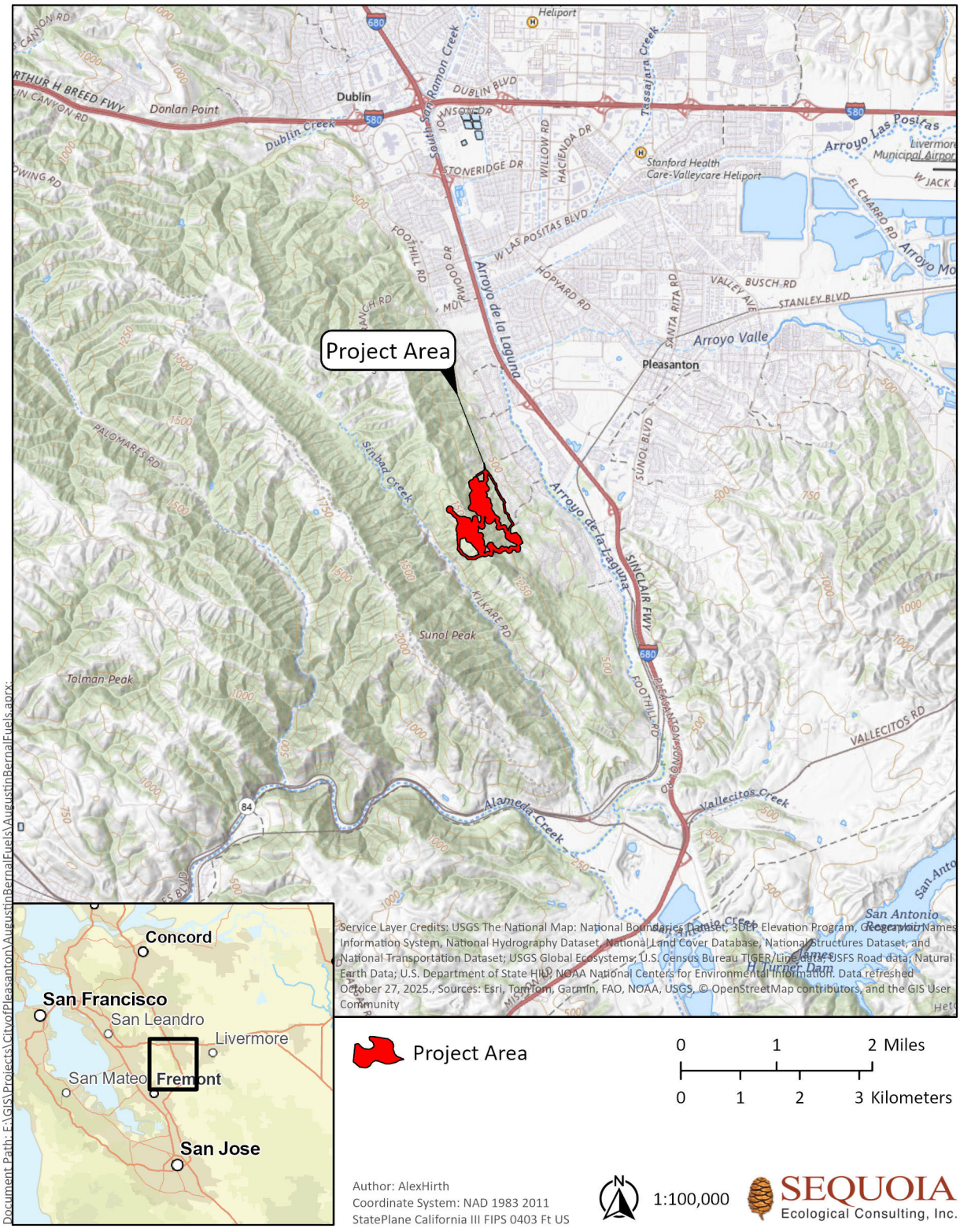


Figure 1. Augustin Bernal Community Park Fuel Reduction Project location.

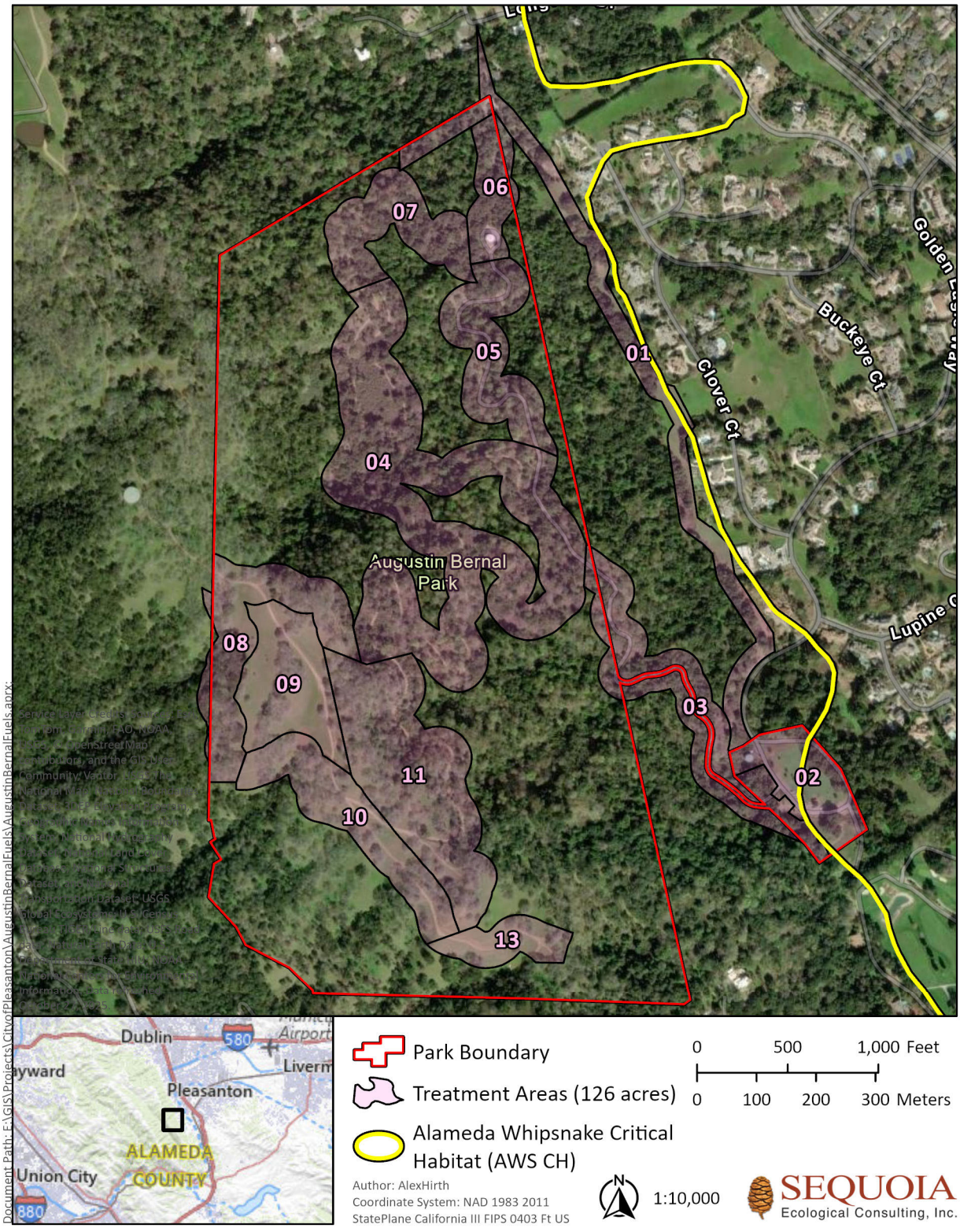


Figure 2. Project details.

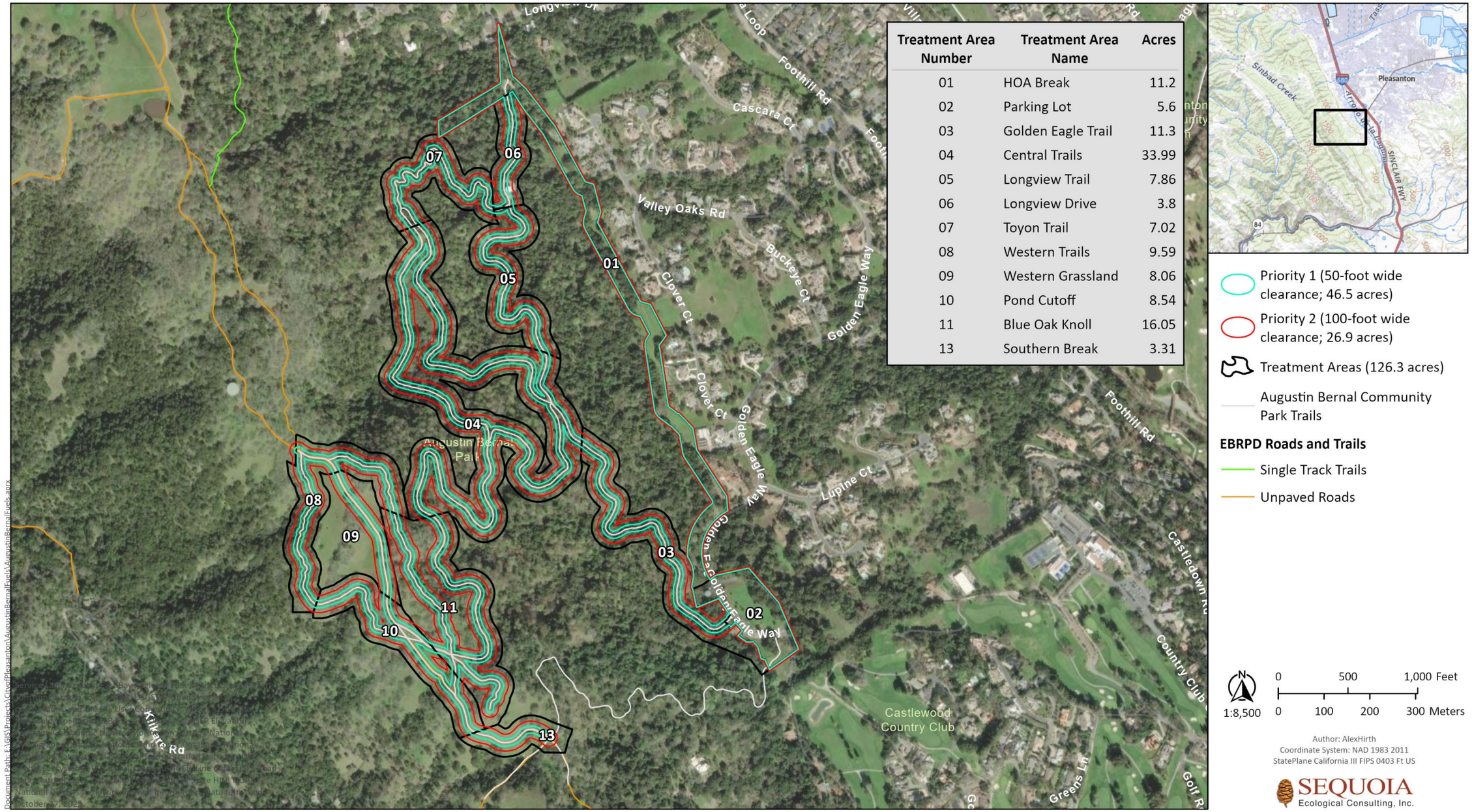


Figure 3. Priority areas and treatment areas.

CITY COUNCIL AGENDA REPORT

April 21, 2026
Public Works - Utilities Division

TITLE: RECEIVE AN UPDATE ON THE GROUNDWATER SUPPLY PROJECT AND APPROVE JOINT PROJECT IMPLEMENTATION WITH ZONE 7 WATER AGENCY

SUMMARY

The City of Pleasanton has historically met its water demand through a combination of treated water purchases from Zone 7 Water Agency (Zone 7) and use of its Groundwater Pumping Quota (GPQ) of 3,500 acre-feet per year (AFY). In November 2022, the City took its remaining active wells out of service after PFAS (per- and polyfluoroalkyl substances) were detected, preventing the use of its GPQ. As an interim solution, the City increased water purchases from Zone 7 to offset the loss of groundwater.

In October 2023, the City established the Groundwater Supply Project to construct new wells in the Bernal groundwater sub-basin, with the long-term goal of restoring access to its GPQ through a more reliable and cost-effective supply. In June 2024, the City and Zone 7 entered into an agreement to evaluate the feasibility of jointly implementing the project, recognizing the potential to improve drought resiliency and expand groundwater supply in the Tri-Valley, and provide cost savings to both agencies through economies of scale. Completed in December 2025, the feasibility evaluation found that a joint project is technically feasible; groundwater wells at Tennis Park and Hansen Park would provide sufficient water yield and quality, and the project would not adversely affect groundwater basin sustainability.

In early 2026, the City developed draft terms for a potential joint project with Zone 7 and conducted a cost-benefit analysis comparing joint implementation with a City-only project. The analysis found that a joint project with Zone 7 would provide lower capital and life-cycle costs and a comparable total benefit score. For these reasons, staff recommends the joint implementation alternative.

If the City Council approves this recommendation, the next step would be to finalize agreements with Zone 7 for the design, construction, and operation of the project and return to the City Council for approval at a future meeting.

RECOMMENDATION

1. Receive an update on the Groundwater Supply Project (CIP No. 24174).
2. Approve implementation of the Groundwater Supply Project as a joint project with Zone 7 Water Agency.

BACKGROUND

The City owns and operates a water distribution system consisting of approximately 330 miles

of piping, 14 pump stations, and 21 storage tanks serving approximately 22,000 customers. Historically, the City has met its water demand through treated water purchases from Zone 7 and use of its Groundwater Pumping Quota (GPQ) of 3,500 AFY through City-owned Wells 5, 6, and 8. The City's GPQ has historically represented approximately 20 to 30 percent of the City's total water supply.

In June 2019, Well 8 was placed out of service due to PFAS detections above advisory levels. In November 2022, Wells 5 and 6 were also placed out of service following PFAS detections above revised advisory levels. Without the ability to pump groundwater, the City entered into interim arrangements with Zone 7 in January 2023 to offset the loss of its GPQ through increased wholesale water purchases. While this arrangement has enabled the City to meet current demand, it has increased water supply costs and does not provide a reliable long-term solution, particularly during drought conditions.

In September 2020, the City Council approved the initiation of the PFAS Treatment and Wells 5, 6, and 8 Rehabilitation Project. This project was intended to rehabilitate the City's existing wells to extend their useful life and install PFAS treatment in preparation for future regulations. The project advanced to the 50 percent design level but was suspended by the City Council in September 2022 due to its estimated $50+ million cost and the City Council's interest in evaluating alternative water supply strategies.

In October 2022, the City initiated preparation of the Water Supply Alternative Study (WSA), which evaluated multiple water supply alternatives, including a reduced PFAS treatment and well rehabilitation project, new groundwater wells in the Bernal groundwater subbasin, and 100 percent water purchases from Zone 7. In October 2023, the City Council approved the WSA recommendation to construct new groundwater wells in the Bernal groundwater sub-basin to restore the City's use of its GPQ. This alternative was recommended because the location was expected to provide sufficient water yield and quality at a lower overall cost, given the apparent absence of PFAS and associated treatment needs. The City established the Groundwater Supply Project (CIP No. 24174), and an estimated project budget of $27 million in 2024 dollars was later incorporated into the 2025 Water Rate Study.

At the same time, Zone 7 was evaluating new groundwater wells in the Bernal groundwater sub-basin to increase regional groundwater production capacity and improve drought resiliency in the Tri-Valley region. Recognizing the potential for cost savings through economies of scale, the City and Zone 7 entered into an agreement in June 2024 to evaluate the feasibility of a joint project. Luhdorff & Scalmanini Consulting Engineers (LSCE) was hired as the lead consultant, with technical engineer support from Carollo Engineers (Carollo), to perform the study. To help fund the City's cost share of the study, the City received a $1,000,000 grant from the California State Water Resources Control Board.

The LSCE study was completed in December 2025, and an update was provided to the City Council in February 2026. The study found that a joint groundwater supply project in the Bernal sub-basin is technically feasible, groundwater wells at Tennis Park and Hansen Park would provide sufficient water yield and quality, and Zone 7 groundwater modeling indicated the project would not affect groundwater basin sustainability. At that meeting, staff identified the next steps as developing draft terms for a joint project with Zone 7 and performing a cost-benefit analysis comparing a joint project with a City-only project.

DISCUSSION

The purpose of the Groundwater Supply Project is to restore the City's ability to use its GPQ, which has been unavailable due to PFAS impacts at Wells 5, 6, and 8. Project goals include:

1. Reduce the City's overall water supply and distribution costs
2. Improve the City's water supply reliability, water quality management, and ability to meet future regulatory requirements while minimizing impacts to the community and environment.

In February 2026, Carollo Engineers (Carollo) was hired to assist the City with a cost-benefit analysis comparing the implementation of the Groundwater Supply Project jointly with Zone 7 versus the City's independent implementation. This section provides a summary of that analysis. Attachment 1 provides a full technical report.

Alternatives

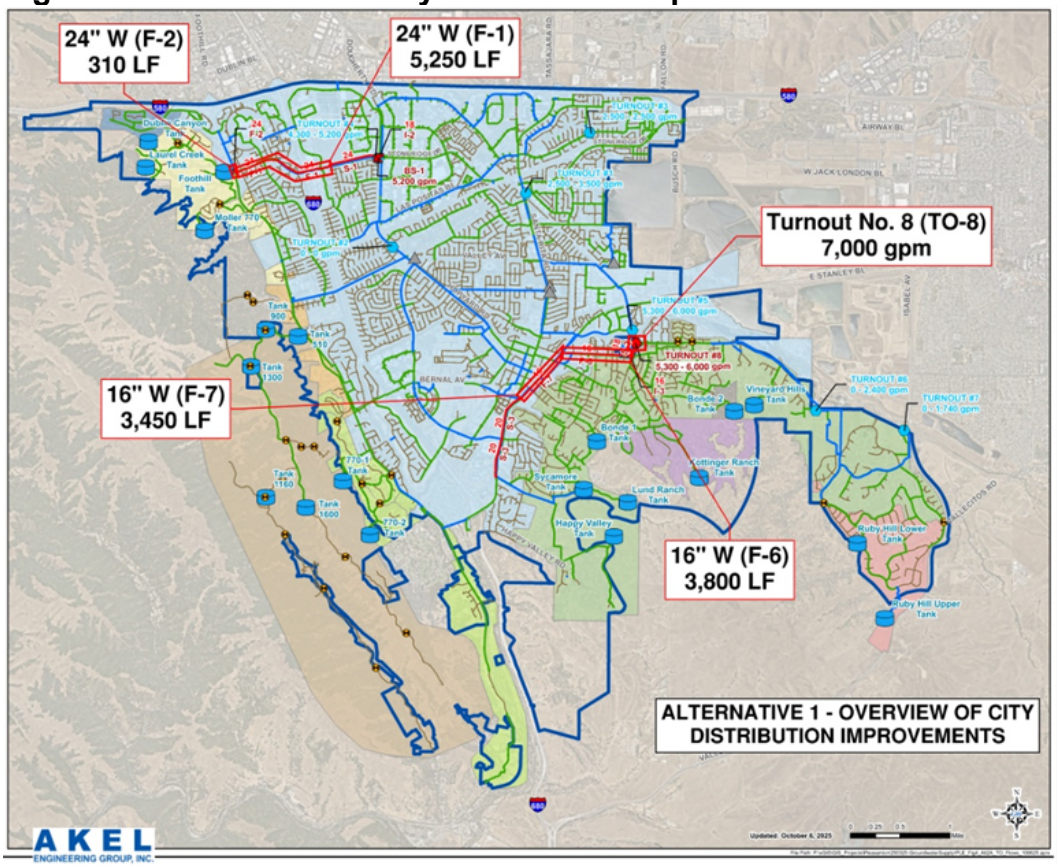
To evaluate potential implementation approaches, staff identified the three alternatives shown in Table 1. Each alternative represents a different approach to obtaining the City's GPQ, including differences in ownership, cost sharing, and operational responsibility. All three alternatives also require improvements to the City's distribution system to convey the GPQ under future demand conditions. These distribution improvements would be the full responsibility of the City under each alternative.

Table 1 – Cost-Benefit Analysis Alternatives
Alternative 1 (Baseline) - Continue to offset GPQ with wholesale water purchases from Zone 7
Alternative 2 (Joint Project) - Implement the Groundwater Supply Project jointly with Zone 7
Alternative 3 (City Only Project) - Implement the Groundwater Supply Project independently

Alternative 1 (Baseline)

Alternative 1 assumes the City would continue to offset its GPQ through increased wholesale water purchases from Zone 7 as a long-term solution. This alternative does not include the City constructing any new groundwater supply facilities but does require new distribution improvements, including piping upgrades and a new turnout, as shown in Figure 1.

Figure 1 – Alternative 1: City Distribution Improvements



Advantages of Alternative 1 include the lowest capital improvement cost because only City distribution improvements are required. This alternative would also remove the City from current and future water supply regulatory obligations, provide the shortest implementation schedule, and be the least impacted by delays, as distribution improvements are primarily needed for future conditions. In addition, this alternative would not impact City parks.

Disadvantages of Alternative 1 include the highest life-cycle cost due to continued wholesale GPQ purchases from Zone 7. It would also provide the City with limited control over Zone 7's blending of surface water and groundwater, which affects the City's ability to manage distribution system water quality during summer months. In addition, Zone 7 cannot commit to delivering the GPQ over the long term, particularly during drought conditions, and the absence of City wells would leave the City without a redundant water supply source in the event of Zone 7 emergency outages.

Alternative 2 (Joint Project)

Alternative 2 assumes the City and Zone 7 would jointly implement new groundwater wells in the Bernal groundwater sub-basin. As shown in Figure 2, the project would include new wells at Tennis Park and Hansen Park, a transmission main connecting the new wells to the Zone 7 Hopyard Chloramination Facility, and improvements to that facility. Treated groundwater would be delivered to the City through Zone 7's transmission system and turnouts that also deliver wholesale water purchases. Key draft terms for the joint City and Zone 7 project are summarized in Table 2 and would require further development and finalization if the City Council selects this alternative. City distribution improvements would also be required to

deliver water to City customers. These improvements are identical to the improvements in Alternative 1 and would be the sole responsibility of the City.

Figure 2 – Alternative 2: Joint Groundwater Supply Improvements



Table 2 – Alternative 2: Key Draft Terms for Joint Project	
City Production Capacity Rights	Annual = 3,500 AFY Max Day = 6.2 MG
Design and Construction Phase	
Lead Agency	Zone 7 (exception for City to lead public outreach)
Consultant / Contractor Agreements	Held with lead agency but requires approval from both governing bodies
City Cost Share (design/construction)	Wells / Transmission Main = 36% Hopyard Chloramination Facility = 23%
Delivery of GPQ (design/construction)	Zone 7 to supply at wholesale rate Reduces to in-lieu treated water rate if project completion delayed from fault of Zone 7
Other	Provisions for design phase off-ramp and support of special funding requirements
Operations Phase	
O&M Responsibility	Zone 7
City Cost Share (operation)	Proportional to annual production (City GPQ production vs. regional production) Includes labor, material/supplies, chemicals, and power
Facility Ownership	Zone 7 (ongoing discussion on facility buyback options)
Land Use	Zone 7 permanent easement in parks Zone to comply with Public Parks Preservation Act
Delivery of GPQ (operation)	Zone 7 may use other water sources for operational flexibility Zone 7 limited to groundwater sources during summer months when requested by City

Advantages of Alternative 2 include the lowest life-cycle cost and capital costs consistent with

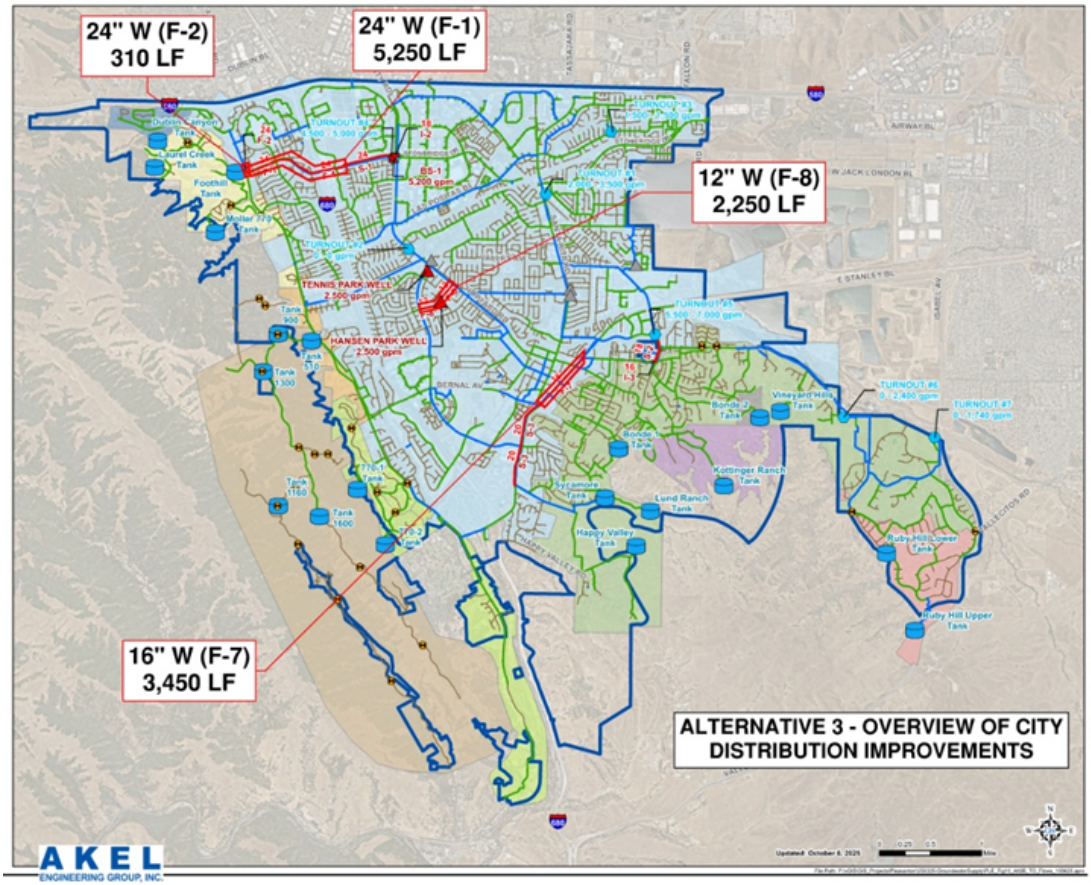
the 2025 Water Rate Study. This alternative would also provide a long-term contract with Zone 7 for the delivery of the City's GPQ, improved contractual controls on Zone 7's surface and groundwater blending to support the City's management of distribution system water quality, and may simplify permitting and create schedule efficiencies that could reduce overall project costs.

Disadvantages of Alternative 2 include the need to construct and operate new well facilities that impact City parks. In addition, the new facilities would rely on Zone 7 transmission systems and would not provide redundancy in the event of a Zone 7 outage. The City would also share responsibility for compliance with future water supply regulations associated with the project facilities and would have limited control over project implementation while remaining fiscally impacted by delays, unless the delay is the fault of Zone 7.

Alternative 3 (City Only Project)

Alternative 3 assumes the City will construct, own, and operate two new groundwater wells, including new chloramination and fluoridation facilities, located at Tennis Park and Hansen Park. Additional City distribution improvements would be required, as shown in Figure 3.

Figure 3 – Alternative 3: City Well Facilities and Distribution Improvements



Advantages of Alternative 3 include full City control over project implementation and long-term GPQ production. This alternative would also provide the City with an independent groundwater supply source, providing redundancy in the event of regional Zone 7 outages and maximum flexibility to manage distribution system water quality.

Disadvantages of Alternative 3 include a higher life-cycle cost than Alternative 2, including a capital cost that exceeds assumptions in the 2025 Water Rate Study. The City would also be solely responsible for future water supply regulatory compliance associated with the project facilities. In addition, this alternative would have the greatest impact on City parks, including chemical treatment and the potential need for future expansion if required by regulations, and would carry the longest implementation schedule and the greatest financial impacts from delays.

Cost Comparison

Table 3 summarizes the capital cost comparison among the three alternatives. Note that water supply costs shown for Alternative 2 represent the City's cost share of the joint project.

Table 3 – Capital Cost Comparison of Alternatives

	Alternative 1 (Baseline)	Alternative 2 (Joint Project)	Alternative 3 (City Only Project)
Water Supply	-	$15,156,000	$28,080,000
Water Distribution	$12,290,000	$12,290,000	$6,960,000
Total	**$12,290,000**	**$27,446,000**	**$35,040,000**

Notes:
1. Costs are Project Level in January 2026 dollars.

Table 4 summarizes the annualized costs of the three alternatives, including capital costs, O&M costs, and GPQ purchases from Zone 7. Under Alternative 1, the City would continue purchasing its GPQ from Zone 7 indefinitely to offset the loss of its wells. Under Alternatives 2 and 3, the City would continue purchasing its GPQ from Zone 7 until the new groundwater facilities are constructed and operational, which is assumed to occur through 2029 and 2030, respectively.

Table 4 – Annualized Cost Comparison of Alternatives

	Alternative 1 (Baseline)	Alternative 2 (Joint Project)	Alternative 3 (City Only Project)
Annualized Capital Costs	$477,657	$1,066,702	$1,361,847
Annualized GPQ Costs	$6,018,455	$895,551	$1,103,378
Annualized O&M Costs	$20,894	$1,522,738	$1,645,842
Total Annualized Costs	**$6,517,006**	**$3,484,992**	**$4,111,066**

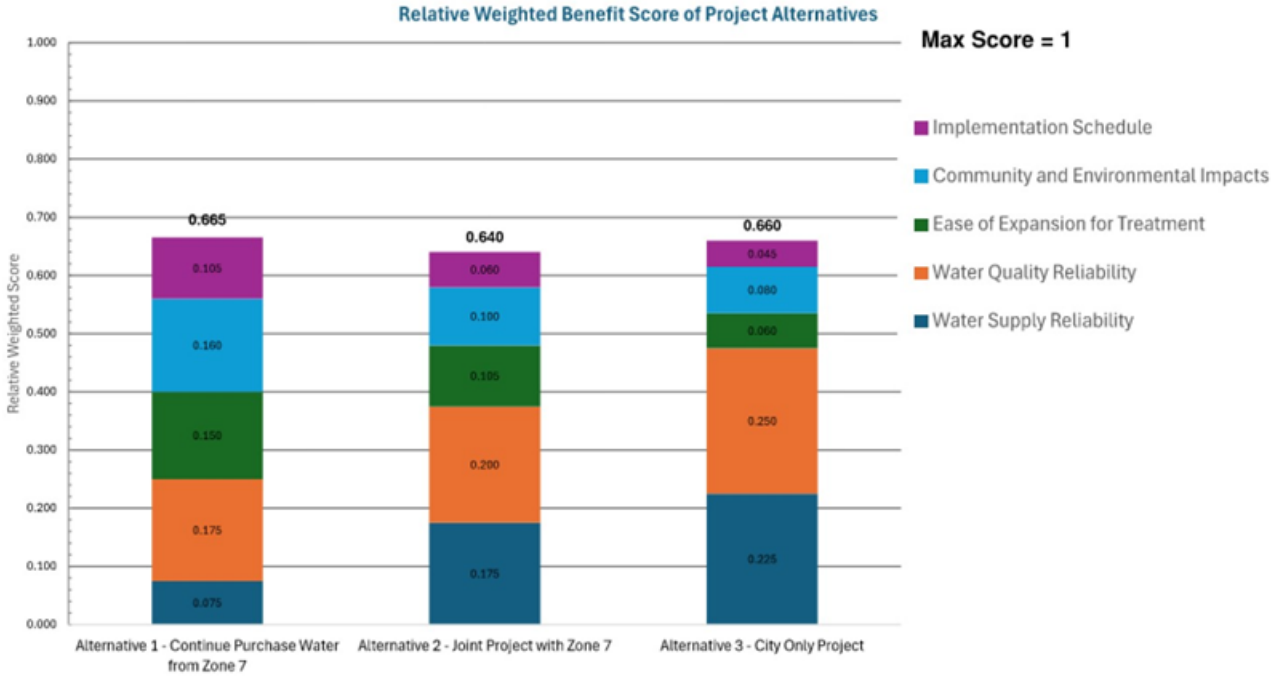
Notes:
1. Annualized costs assume a 50-year project life and a 3 percent discount rate

Benefit Score

To quantify the relative advantages and disadvantages of each alternative, staff developed a weighted benefit score using the following evaluation criteria: Water Supply Reliability (25%), Water Quality Reliability (25%), Ease of Expansion for Treatment (15%), Community and

Environmental Impact (20%), and Implementation Schedule (15%). The resulting scores are shown in Figure 5.

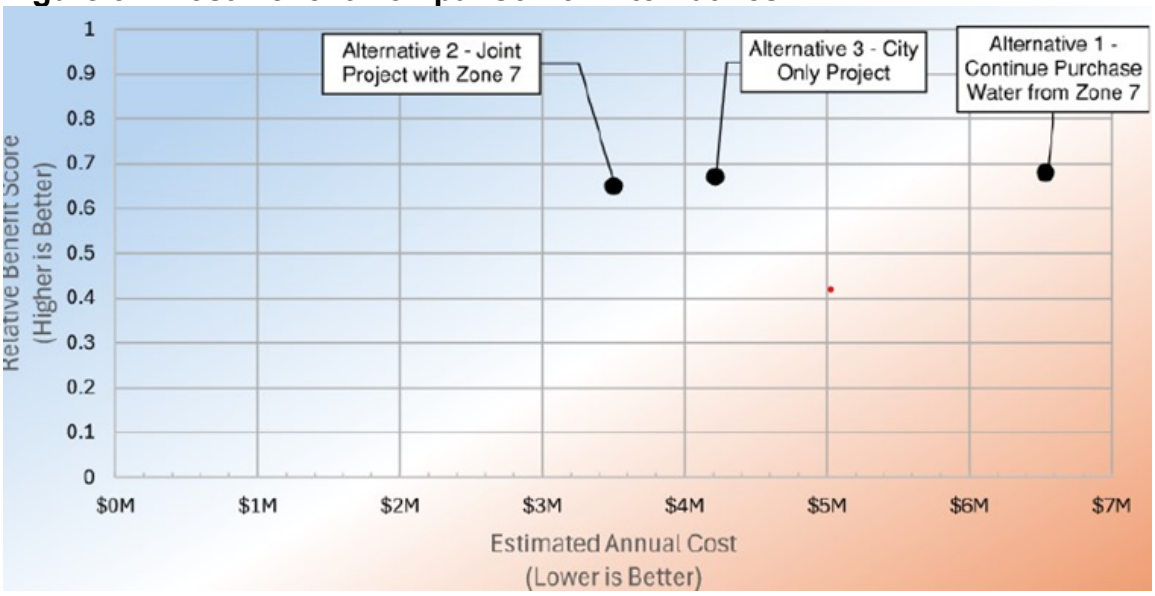
Figure 4 – Benefit Score Comparison of Alternatives



Recommendation and Next Step

Staff recommends implementing the Groundwater Supply Project as a joint project with Zone 7 (Alternative 2). As shown in Figure 5, Alternative 2 provides the lowest annualized cost and a benefit score that is comparable to the other options.

Figure 5 – Cost-Benefit Comparison of Alternatives



If the City Council elects to proceed with Alternative 2, the next step would be to finalize agreements with Zone 7 for the design, construction, and operation of the project and return to

the City Council for approval at a future meeting.

EQUITY AND SUSTAINABILITY

This project prepares community water resources for a changing climate, resulting in cost savings, enhanced water quality and availability, improved infrastructure, and increased resiliency.

OUTREACH

The joint feasibility study included community engagement efforts led by the City, including a project website, community engagement events, and notifications of exploratory drilling activities.

STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan goal of *Investing in Our Environment,* Strategy 3 – Identify funding and implement the recommendations from the Water Supply Alternative Study to resolve PFAS-related water quality issues.

FISCAL IMPACT

There are no immediate fiscal impacts associated with approving the staff's recommended project implementation approach.

Prepared by:	Submitted by:	Approved by:
Siew-Chin Yeong, Director of Public Works	Siew-Chin Yeong, Director of Public Works	Gerry Beaudin, City Manager

Attachments:

1. Evaluation of Groundwater Supply Alternatives within Bernal Subbasin - April 2026
2. Groundwater Supply Project Presentation

ATTACHMENT 1

EVALUATION OF GROUNDWATER SUPPLY ALTERNATIVES WITHIN BERNAL SUBBASIN – APRIL 2026

The document is available for public viewing at the following link:
https://weblink.cityofpleasantonca.gov/weblink/0/doc/312482/Page1.aspx

Groundwater Supply Project

Update and Recommended Next Steps
April 21, 2026

THE CITY OF PLEASANTON

1

Agenda

1. Project Purpose and Goals
2. Background
3. Cost-Benefit Analysis of Joint Project w/ Zone 7 vs. City Only Project
4. Recommendation and Next Steps
5. Questions, Discussion & Council Actions

2

THE CITY OF PLEASANTON

2

Project Purpose and Goals

3

3

Purpose

Recover the use of the City's Groundwater Production Quota (GPQ) of 3,500 acre-feet per year (AFY) lost due to the presence of PFAS at City Wells 5, 6, & 8

Goals

1. Reduce the City's overall water supply and distribution costs
2. Improve the City's water supply reliability, management of water quality, and ability to meet future regulations while mitigating impacts to the community and environment

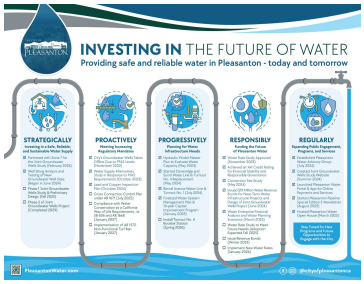
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Groundwater Supply Project…



…addresses Strategic Plan C.3 – Identify funding and implement the recommendations from the Water Supply Alternative Study to resolve PFAS water quality issue.



…is included in the 2025 Water Rate Study with an approximate budget of $27 million (2024 dollars)

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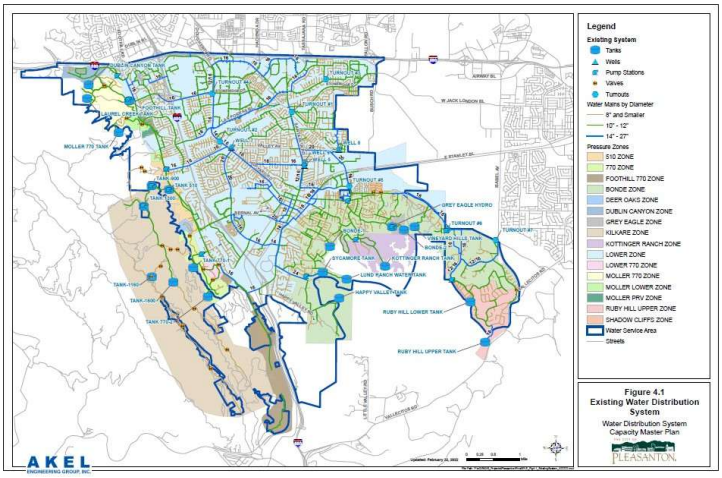
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Background

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Water Supply and Distribution



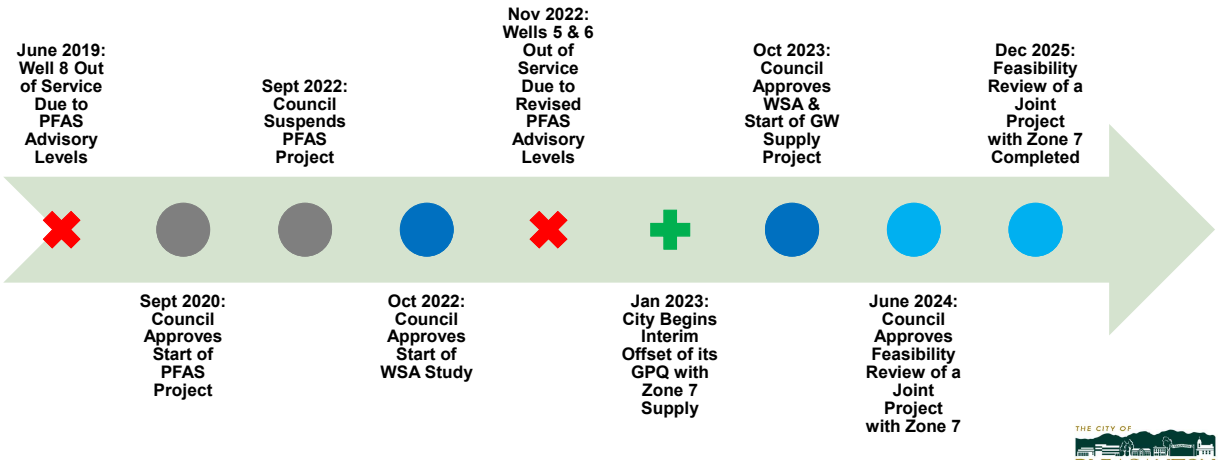
Water Supply

1. Wholesale Purchases from Zone 7
   - Delivered to City via Turnouts 1 through 7
2. City GPQ of 3,500 AFY
   - Produced by City Wells 5, 6 and 8
   - 20% to 30% of City demand

Water Distribution

1. 330 miles of piping, 14 pump stations, 21 storage tanks to deliver water to 22,000 customers

Impacts of PFAS and Path to Groundwater Supply Project



Summary of Joint Project City Council Presentation (Feb 3, 2026)

Technical Feasibility of Joint Project

- Implementing a groundwater supply project in the Bernal subbasin jointly with Zone 7 is technically feasible
- Sufficient water yield and quality at Tennis Park and Hansen Park
- Zone 7 modeling indicates no impacts to sustainability of groundwater basin

Next Steps

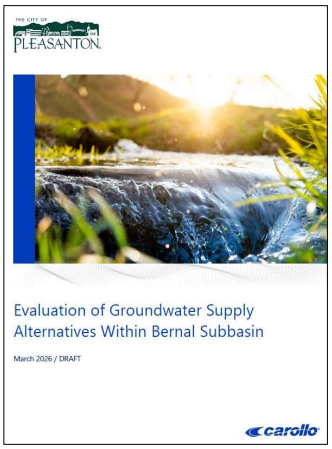
- Develop draft terms for a Joint Project with Zone 7
- Perform a cost-benefit analysis of a Joint Project w/ Zone 7 vs. a City Only Project

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THE CITY OF PLEASANTON

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Cost-Benefit Analysis



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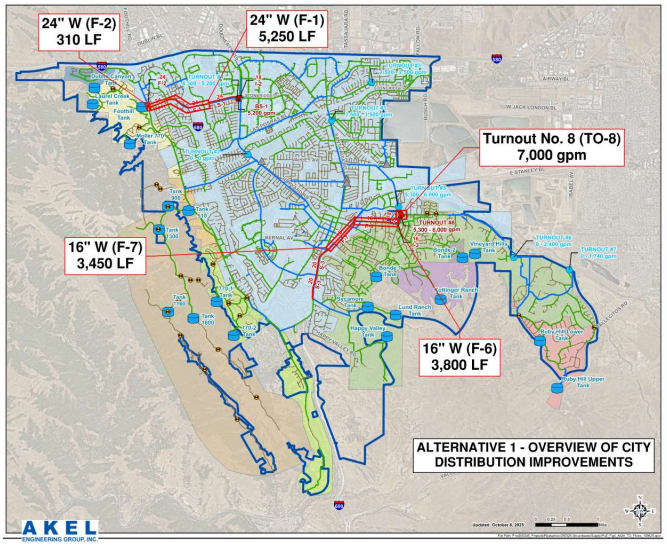
THE CITY OF PLEASANTON

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Evaluation Alternatives

1. Alternative 1 – Continue to offset GPQ w/ wholesale purchases from Zone 7 (Baseline Project)
2. Alternative 2 – New joint groundwater project w/ Zone 7 (Joint Project)
3. Alternative 3 – New City independent groundwater project (City Only Project)

Alternative 1 (Baseline Project) - Description



<u>Water Supply</u>

1. No capital improvements
2. City continues to offset its GPQ with Zone 7 purchases at wholesale rate

<u>Water Distribution (City Only)</u>

1. Pipe upsizing (F-1, F-2, F-6, and F-7)
2. New Turnout 8 (NE corner of Bernal Ave. & Vineyard Ave.)

Alternative 1 (Baseline Project) - Pros/Cons

Pros	Cons
Lowest capital improvement cost	Highest life-cycle cost
Zone 7 fully responsible for compliance with current & future water supply / quality regulations	Limited control of Zone 7 source blends (impacts ability of City to manage water quality within distribution system)
No impacts to City parks	Zone 7 cannot commit to offset of GPQ during drought or buildout conditions
Shortest implementation schedule and least impacts from delays	No water supply redundancy to Zone 7

13

13

Alternative 2 (Joint Project) - Description



Water Supply (w/ Zone 7)

1. 2 new wells (Hansen Park and Tennis Park)
2. New transmission main from wells to Zone 7 Hopyard Chloramination Facility
3. Upgrades to Hopyard Chloramination Facility
4. City receives GPQ from Zone 7 via turnouts

Water Distribution (City Only)

1. Same improvements as Alternative 1

14

14

Alternative 2 (Joint Project) – Draft Terms w/ Zone 7

1. City Production Capacity Rights: Annual = 3,500 AF; Max Day = 6.2 MG
2. Design & Construction Phase:
   a) Zone 7 Lead Agency
   b) Consultant / Contractor agreements will be held with the lead agency but require approval from both governing bodies
   c) City Cost Share: Wells & Piping = 36%; Hopyard Chloramination Facility = 23%
   d) Delivery of GPQ during design and construction:
      i. Zone 7 to supply at wholesale rate
      ii. Reduces to in-lieu treated water rate if project completion is delayed due to fault of Zone 7
   e) Provisions for design phase off-ramp
   f) Both agencies to support funding requirements

15

15

Alternative 2 (Joint Project) – Key Draft Terms

3. Operations Phase
   a) Zone 7 is responsible for O&M of Project Facilities
   b) City O&M Cost Share
      i. Proportional to City vs. Regional annual production
      ii. Include labor, material/supplies, chemicals, and power
   c) Zone 7 to own Project Facilities
      i. Ongoing discussions on facility buyback options
   d) Land Use: Zone 7 permanent easement and comply with the Public Parks Preservation Act
   e) Delivery of City GPQ
      i. Zone 7 may use other sources for operational flexibility
      ii. Zone 7 limited to groundwater sources during summer months when requested by City

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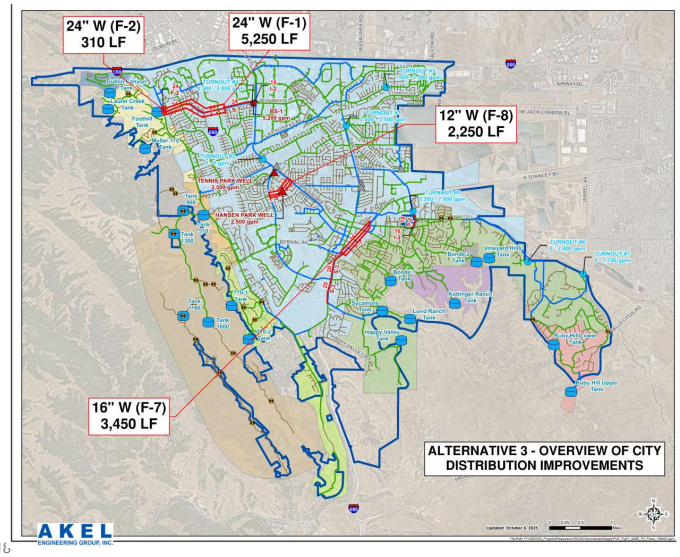
Alternative 2 (Joint Project) - Pros/Cons

Pros	Cons
Lowest life-cycle cost (capital costs in line with rate study)	Impacts to City Parks
Zone 7 contracted for long-term delivery of GPQ	No water supply redundancy to Zone 7
Contractual controls on Zone 7 source blends (improves ability of City to manage water quality within distribution system)	City shares cost responsibility of compliance with water supply / quality regulations at new wells
Partnering with Zone 7 can simplify permitting and offer schedule saving opportunities	Limited implementation control w/ Zone 7 as lead agency and high financial impacts from delays

17

17

Alternative 3 (City Only Project) - Description



Water Supply (City Only)

1. 2 new wells with on-site chloramination and fluoridation (Hansen Park and Tennis Park)

Water Distribution (City Only)

1. Pipe upsizing (F-1, F-2, F-7, and F-8)
2. No new turnout required

18

18

Alternative 3 (City Only Project) - Pros/Cons

Pros	Cons
City controls GPQ production	Higher life-cycle cost than Alt 2 (capital cost exceeds that in rate study)
Water supply redundancy to Zone 7	City solely responsible for compliance with current & future water supply / quality regulations at new wells
City can source groundwater independent of Zone 7 (maximizes ability of City to manage water quality within distribution system)	Highest impacts to park (includes chemical treatment & potential for future expansion)
City as lead agency controls implementation of project	Longest schedule and high financial impacts from delays

19

19

Capital Cost Comparisons

	Alternative 1 (Baseline)	Alternative 2 (Joint Project)	Alternative 3 (City Only Project)
Water Supply	-	$15,156,000	$28,080,000
Water Distribution	$12,290,000	$12,290,000	$6,960,000
Total	**$12,290,000**	**$27,446,000**	**$35,040,000**

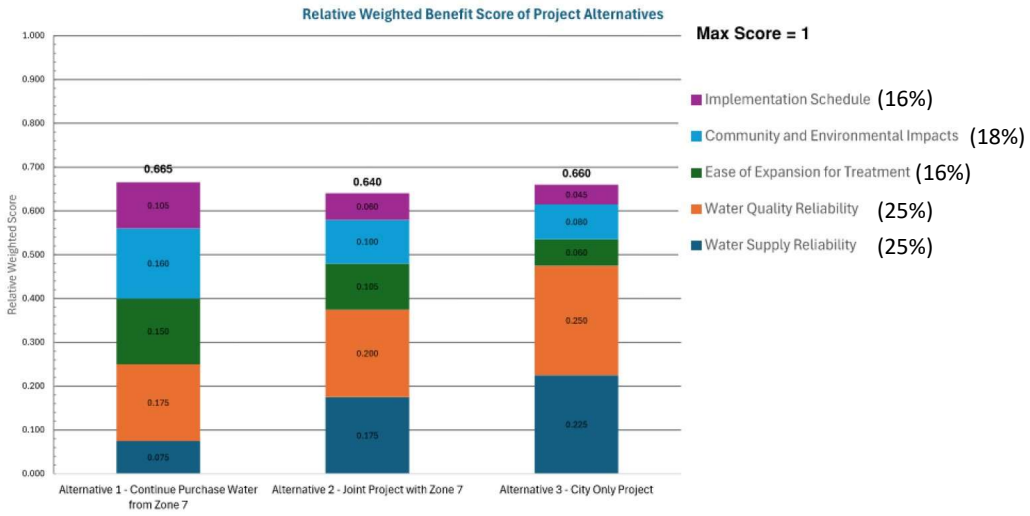
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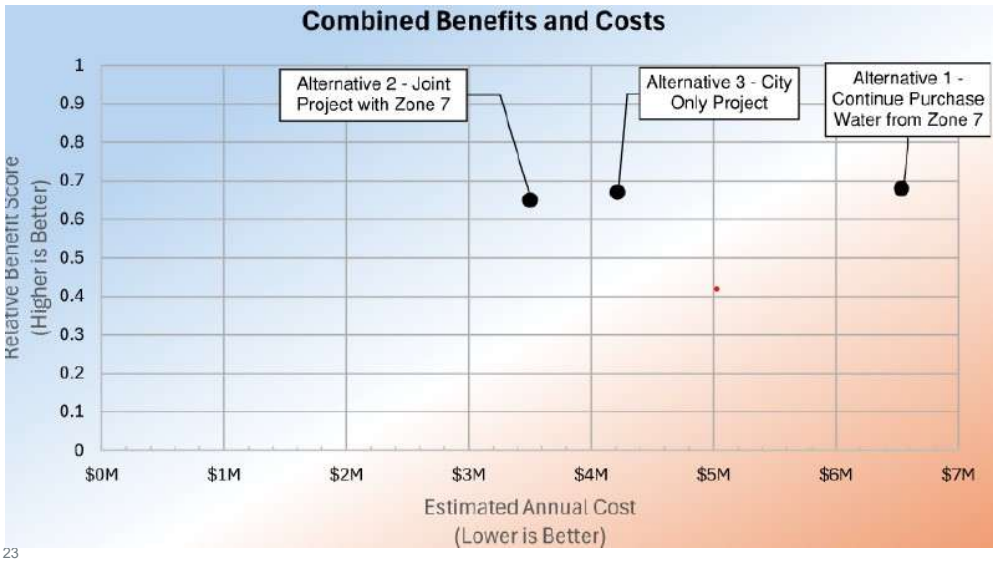
Annualized Cost Comparisons

	Alternative 1 (Baseline)	Alternative 2 (Joint Project)	Alternative 3 (City Only Project)
Annualized Capital Costs	$477,657	$1,066,702	$1,361,847
Annualized GPQ Offset Purchases from Zone 7	$6,018,455	$895,551	$1,103,378
Annualized O&M Costs	$20,894	$1,522,738	$1,645,842
Total	**$6,517,006**	**$3,484,992**	**$4,111,066**

Benefit Score



Cost and Benefits



23

23

Recommended Next Steps

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24

Recommendation

1. Implement the Groundwater Supply Project as a joint project with Zone 7 (Alternative 2)

Next Step

1. Finalize agreements with Zone 7 for design, construction, and operation of project and bring to City Council for approval at a future meeting

Questions, Discussion, and Council Actions

CITY COUNCIL AGENDA REPORT

April 21, 2026
Community and Economic Development

TITLE: CONSIDER AN APPEAL AND ADOPT A RESOLUTION UPHOLDING THE ZONING ADMINISTRATOR'S DENIAL OF A MINOR PLANNED UNIT DEVELOPMENT MODIFICATION REQUEST TO REDUCE THE REQUIRED STREET-SIDE YARD SETBACK FROM 20 FEET TO EIGHT FEET TO ACCOMMODATE A DETACHED ACCESSORY STRUCTURE AT 1011 VISTA OAKS COURT (PUD-25-02M)

SUMMARY

The appellant requests that the City Council overturn the Zoning Administrator's (ZA) January 9, 2026, denial of a Minor Planned Unit Development (PUD) Modification (Case No. PUD-25-02M) to reduce the required street-side yard setback from 20 feet to eight feet to accommodate a detached accessory structure at 1011 Vista Oaks Court. The ZA denied the request, finding the required PUD Modification findings could not be made due to inconsistencies with the adopted PUD-25 development standards and potential impacts on neighborhood character, the streetscape, and public welfare.

The appellant contends that the structure's open, low-profile design, unique site conditions adjacent to an emergency vehicle access (EVA) corridor, and existing landscaping and retaining walls preserve the streetscape and avoid safety impacts.

On March 25, 2026, the Planning Commission (PC) supported staff's recommendation and unanimously recommended that the City Council uphold the ZA's decision and deny the appeal, finding the proposed setback reduction is inconsistent with the intent of the PUD-25 standards, as outlined in Attachment 1.

RECOMMENDATION

Adopt a resolution upholding the Zoning Administrator's denial of a Minor Planned Unit Development Modification request to reduce the required street-side yard setback from 20 feet to eight feet to accommodate a detached accessory structure at 1011 Vista Oaks Court (PUD-25-02M).

BACKGROUND

Proposed Project

The applicant requests approval of a Minor PUD Modification to the approved PUD-25 development plan to reduce the required detached accessory structure street-side yard setback from 20 feet to eight feet to accommodate the construction of an approximately 360-square-foot, 10-foot-tall, detached accessory structure designed as an outdoor kitchen/storage structure at 1011 Vista Oaks Court. The detached accessory structure features a traditional architectural style, a stucco exterior finish, and a low-profile, sloped roof, all of which would complement the existing residence.

Area and Site Description

The subject property is located within the Lund Ranch II/Diamond Canyon subdivision. The lot is a flat, approximately 0.29-acre, corner parcel with frontage along Vista Oaks Court and along Lund Ranch Road/Spring Creek Terrace, which are connected by an EVA roadway corridor adjacent to the street-side yard. The subject property is developed with an approximately 4,838-square-foot, two-story residence. A previously approved swimming pool is currently under construction in the rear yard. See Figure 1 for more details on the location.

The Lund Ranch II/Diamond Canyon subdivision is a residential Planned Unit Development (PUD-25) approved by the City Council in 2016 (Ordinance No. 2133). PUD-25 includes development standards and Conditions of Approval (COAs) applicable to future development on individual lots. COA 14 establishes accessory structure setbacks that include a 20-foot street-side yard setback for detached accessory structures on corner lots.

Figure 1: Aerial Photo of Subject Property



For full site plan and design details, refer to the project narrative and plans (Attachment 2, Exhibit B).

Zoning Administrator Action

On January 9, 2026, the Zoning Administrator denied the application for failure to make the necessary findings for approval, as documented below and outlined in Attachment 1. Attachment 2, Exhibit B, includes full details of the Zoning Administrator's decisions, including the findings supporting the denial of the project.

Appeal of Zoning Administrator's Denial

On February 23, 2026, the applicant filed an appeal of the ZA decision (Attachment 2, Exhibit D). As outlined in the letter, the applicant provides the following key points as the bases for the appeal:

1. The detached accessory structure is low-profile, open, and visually subordinate.
2. The project site's street-side frontage abuts an EVA corridor and is separated by retaining walls, landscaping, and grade changes, making the condition distinct from other corner lots.
3. Streetscape character is maintained through landscape design, walls, and the structure's transparency.
4. No public safety impacts are created because the pavilion does not obstruct sight lines or encroach into the EVA, and the denial acknowledges building/fire code compliance.
5. Approval can be conditioned to match the submitted design (footprint, height, openness, landscaping) to avoid precedent.

For full appeal details, refer to the appeal narrative attached as Attachment 2, Exhibit D.

On March 25, 2026, the Planning Commission unanimously recommended that the City Council uphold the ZA determination and deny the appeal, based on the ZA's findings. Accordingly, the appeal is now before the City Council for consideration and action.

Minor PUD Modifications are reviewed to determine whether the required findings for project approval can be made. Pursuant to the appeal procedures established in the Municipal Code, the City Council is to hear the appeal as a de novo item, and may uphold the denial or grant the appeal and approve the Minor PUD Modification, based on its own findings. If the City Council were to uphold the appeal and approve the project, staff would return at a subsequent hearing with a resolution for approval, including recommended conditions of approval.

DISCUSSION

Minor PUD Modification Findings

After reviewing the proposed project and the applicable findings, the PC concurred with the ZA and staff's determinations, recommending that the appeal be denied on the basis of the following finding, as summarized below. More exhaustive information supporting the ZA's determination is outlined in the ZA denial letter attached as Attachment 2, Exhibit C.

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

The ZA and PC found that the proposed reduction of the street-side yard setback from 20 feet to eight feet is not in the best interests of public health, safety, and general welfare.

The 20-foot street-side yard setback requirement in PUD-25 was intentionally established to create a meaningful visual buffer between accessory structures and public streets, preserve the semi-rural and open character of the neighborhood, and maintain a cohesive residential streetscape along Lund Ranch Road and Spring Creek Terrace. These setbacks ensure that accessory structures remain visually subordinate to the primary residence and allow for substantial landscaping along street frontages, reinforcing the visual openness and spatial separation envisioned for the neighborhood.

Reducing the street-side yard setback to eight feet would place the proposed detached accessory structure substantially closer to the street than permitted under the approved PUD and would alter the established relationship between private development and the public realm. At this reduced distance, the structure would appear more prominent when viewed from

Lund Ranch Road and Spring Creek Terrace, increasing its apparent mass relative to the street and diminishing the open landscaped corridor that characterizes this portion of the neighborhood.

The reduced setback would also limit opportunities for meaningful landscaping between the structure and the street, resulting in a more built and enclosed appearance and weakening the visual transition from the roadway to the residential lot. This change would detract from the rural and semi-open character envisioned for PUD-25 and could create the perception that accessory development is encroaching into what is intended to function as a shared visual buffer along the street edge. Additionally, locating the structure closer to the roadway may affect sight lines along a corridor that includes an EVA roadway and functions as a secondary circulation route.

For these reasons, the ZA and PC determined that the proposed modification would not be consistent with the neighborhood's design objectives and could not make this finding.

2. The plan is consistent with the City's General Plan and applicable PUD standards
The ZA and PC found that the proposed modification is not consistent with the adopted development standards and intent of PUD-25.

Although PUD-25 generally follows the standards of the R-1-6,500 zoning district, COA 14 purposefully established more restrictive setback requirements for detached accessory structures, including a 20-foot street-side yard setback for corner lots. These standards were adopted following extensive public review during Planning Commission and City Council hearings and were intended to apply uniformly throughout the development.

Allowing a reduction to eight feet would conflict with the adopted PUD standards and weaken the consistency and predictability of the development framework established through the PUD approval process. The requested modification would effectively alter a core development standard that was intentionally adopted as part of the overall neighborhood design. Accordingly, the ZA and PC determined that this finding could not be made.

3. The plan is compatible with previously developed properties in the vicinity
The ZA and PC found that the proposed modification would not be compatible with surrounding development within PUD-25.

The subject property is a corner lot with frontage along Vista Oaks Court and Lund Ranch Road/Spring Creek Terrace. Other similarly situated corner lots within the PUD are subject to and expected to comply with the same 20-foot street-side yard setback requirement for detached accessory structures. Comparable properties include, but are not limited to, 1012 Vista Oaks Court, 2192 Countryside Court, and 2175 Shadow Creek Court.

Allowing the proposed reduction would result in an accessory structure being located substantially closer to the street than permitted on comparable lots, creating an inconsistent development pattern and altering the established visual character of the neighborhood. Therefore, the ZA and PC determined that this finding could not be made.

4. Grading and site conditions justify the requested modification
The ZA/PC found that site conditions do not justify the requested modification.

The subject property is generally flat (especially in the location of the proposed accessory structure) with only a minor slope across the lot. The proposed detached accessory structure would not create grading, engineering, or utility constraints that would necessitate a reduction in the required setback.

Additionally, the lot is comparable in size, configuration, and orientation to other corner lots within PUD-25 that are subject to the same setback requirement and are expected to comply with the adopted development standards. Because no unique physical constraints exist that would warrant deviation from the PUD standards, the ZA/PC determined that this finding cannot be made.

5. Streets, buildings, and other man-made structures are designed and located to complement the established streetscape
The ZA and PC found that the proposed placement of the detached accessory structure would not complement the established streetscape envisioned by PUD-25.

The 20-foot street-side yard setback requirement was adopted specifically to maintain adequate separation between detached accessory structures and public streets and to allow for landscaping that reinforces a consistent residential edge along Lund Ranch Road, Spring Creek Terrace, and the EVA corridor.

Reducing the setback to eight feet would substantially diminish this buffer and disrupt the visual rhythm of development along the street frontage. The resulting condition would introduce a more prominent structure closer to the public right-of-way, contrary to the established streetscape character intended for the neighborhood. Therefore, the ZA and PC determined that this finding cannot be made.

6. Adequate public safety measures have been incorporated into the plan
While the proposed detached accessory structure could be constructed in compliance with applicable building and fire codes, the requested street-side yard setback reduction raises broader considerations regarding proximity to the street, sight lines, and neighborhood design objectives that were addressed in the original PUD standards (Attachment 2, Exhibit E). Because these broader considerations are not adequately addressed through the requested Minor PUD Modification, the ZA and PC determined that this finding cannot be made.

7. The plan conforms to the purposes and intent of the PUD District
The ZA and PC found that the proposed Minor PUD Modification does not conform to the purposes and intent of the PUD District.

PUD-25 was approved following a comprehensive planning process that established specific development standards for detached accessory structures, including the 20-foot street-side yard setback for corner lots. These standards were intentionally adopted to preserve neighborhood character and maintain a consistent development pattern throughout the subdivision.

To date, no modifications to the street-side yard setback requirement have been approved within PUD-25. Approving a reduction from 20 feet to eight feet—less than even PUD-25's 10-foot interior side-yard setback requirement—would represent a significant departure from the

adopted standards and could establish a precedent for future deviations that would incrementally erode the integrity of the PUD framework. Accordingly, the ZA and PC determined that this finding cannot be made.

In addition to these above specific points, staff notes the following in support of the bases for denial:

- The development standards for PUD-25 were adopted following extensive public review of the Lund Ranch project over the course of several years, and during Planning Commission and City Council hearings, with such standards intended to apply uniformly throughout the subdivision.

- As part of the review process for PUD-25, the City Council required the subdivision developer to construct the EVA corridor adjacent to the subject property to address project traffic impacts by directing new vehicular trips away from Lund Ranch Road and toward the Sunset Creek Lane extension serving the easterly lots of the subdivision. The City Council did not indicate that the EVA corridor would alter the applicability of the PUD development standards for the subject parcel as a corner lot. Accordingly, all PUD-25 standards remain applicable, including the 20-foot street-side yard setback for detached accessory structures.

- While staff understands the desire of the property owner to improve their backyard, purchasers of homes in the subdivision were required to review and sign disclosures provided by the developer, as well as private Covenants, Conditions, and Restrictions (CC&Rs) that identify development restrictions specific to the neighborhood. These materials reference PUD-25 and the applicable development standards governing the subdivision.

Summary/Conclusion

In summary, based on the record, the City Council must determine whether the required findings for a Minor PUD Modification can be made. If the City Council determines the proposal is inconsistent with COA 14 of PUD-25 and the intended uniform application of the PUD's detached accessory structure development standards, and would not complement the established streetscape, it should deny the appeal and uphold the ZA/PC determination. Alternatively, if the City Council determines that the detached accessory structure's design and the site's EVA-adjacent conditions preserve the PUD's intent and that findings can be made with appropriate, site-specific conditions, it may grant the appeal and approve the Minor PUD Modification and direct staff to return at a subsequent hearing with a resolution for approval and recommended conditions of approval.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing on March 25, 2026, to review and provide a recommendation to the City Council on the proposed project. Only the property owner and their contractor were in attendance and spoke in support of the project. No public comments were submitted.

The Planning Commission recommended that the City Council uphold the ZA's denial of the Minor PUD Modification, finding that the requested reduction of the street-side yard setback

from 20 feet to eight feet is not consistent with the adopted development standards or the broader design objectives of PUD-25. In its discussion, the Commission emphasized that the existing setbacks and development standards were intentionally established through a comprehensive public process to protect neighborhood character, preserve visual openness, and maintain a consistent and cohesive streetscape. Commissioners noted that these regulations are clear, uniformly applied, and specifically designed to ensure that accessory structures remain subordinate to primary residences while providing adequate landscaping and separation from the public right-of-way.

The Commission further concurred that no unique site constraints exist to justify deviation from the standards and that approving the request would create an inconsistent development pattern relative to other similarly situated corner lots. In affirming the ZA's decision, the Planning Commission underscored the importance of maintaining the integrity of the PUD framework, stating that granting such a reduction could set an undesirable precedent for future requests that would incrementally erode established neighborhood protections. Overall, the Commission found that the ZA made the appropriate determination, and that strict adherence to the adopted standards remains necessary to protect public welfare, uphold the intent of the PUD, and ensure compatibility with the surrounding neighborhood.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303, Class 3, New Construction or Conversion of Small Structures. The proposed use does not involve any hazardous substances, all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive. Therefore, no additional environmental review is required.

EQUITY AND SUSTAINABILITY

This section is not applicable to this item, since it is a routine item of City business.

OUTREACH

Notice of this application was sent to surrounding property owners and tenants within a 1,000-foot radius of the subject parcel (Attachment 2, Exhibit F), and published in the Valley Times newspaper on March 13, 2026. At the time this report was published, staff had not received any public comments.

STRATEGIC PLAN ALIGNMENT

This section is not applicable to this item, since it is a routine item of City business.

FISCAL IMPACT

There is no fiscal impact from this item.

Prepared by:	Submitted by:	Approved by:
Eric Luchini, Senior Planner	Ellen Clark, Director of Community and Economic Development	Gerry Beaudin, City Manager

Attachments:

1. City Council Resolution
2. Planning Commission Agenda Report and Exhibits B through F
3. Presentation

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON UPHOLDING THE ZONING ADMINISTRATOR'S DENIAL OF A MINOR PLANNED UNIT DEVELOPMENT MODIFICATION TO REDUCE THE REQUIRED STREET-SIDE YARD SETBACK FROM 20 FEET TO EIGHT FEET TO ACCOMMODATE A DETACHED ACCESSORY STRUCTURE LOCATED AT 1011 VISTA OAKS COURT, AS FILED UNDER CASE NO. PUD-25-02M

WHEREAS, on December 5, 2025, Tim Nystrom of NYS Architecture, as the applicant, on behalf of the property owner Terence Tung, applied for a Minor Planned Unit Development (PUD) Modification to reduce the required street-side yard setback from 20 feet to eight feet to accommodate a detached accessory structure located at 1011 Vista Oaks Court (hereinafter "the Property"), Assessor Parcel No. 948-25-12-00, (hereinafter "the Project"); and

WHEREAS, the subject property has a General Plan land use designation of Rural Density Residential, Low Density Residential, and Open Space – Public Health and Safety; and

WHEREAS, the subject property is zoned PUD-LDR/RDR/OS-PHS/WO (Planned Unit Development – Low Density Residential/Rural Density Residential/Open Space – Public Health & Safety/Wildland Overlay) District; and

WHEREAS, a Minor PUD Modification is subject to findings listed in Pleasanton Municipal Code (PMC) Section 18.68.110.B.1 through 7 and requires Zoning Administrator approval; and

WHEREAS, on January 9, 2026, the Zoning Administrator denied the Project pursuant to inconsistencies with the required findings listed in PMC Section 18.68.110.B.1 through 7 and as outlined in Section 4 below; and

WHEREAS, on February 23, 2026, Tim Nystrom of NYS Architecture, as the applicant, on behalf of the property owner Terence Tung, filed an appeal of the Zoning Administrator's determination to deny the Project; and

WHEREAS, pursuant to Section 65905 of the Government Code, the Planning Commission held a duly noticed public hearing to consider the Project on March 25, 2026, at which time all interested parties had the opportunity to be heard. The Planning Commission considered the agenda report dated March 25, 2026, incorporated herein by reference, and all written and oral testimony; and

WHEREAS, on March 25, 2026, the Planning Commission unanimously denied the appeal pursuant to inconsistencies with the required findings listed in PMC Section 18.68.110.B.1 through 7 and as outlined in Section 4 below; and

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

WHEREAS, pursuant to Section 65905 of the Government Code, the City Council held a duly noticed public hearing to consider the Project on April 21, 2026, at which time all interested

parties had the opportunity to be heard. The City Council considered the agenda report dated March 25, 2026, incorporated herein by reference, and all written and oral testimony; and

WHEREAS, on April 21, 2026, the City Council denied the appeal and upheld the Zoning Administrator's denial of the project based on its inconsistencies with the required findings listed in PMC Section 18.68.110.B.1 through 7 and as outlined in Section 4 below.

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

Section 1. Prior to making a recommendation on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral agenda 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 its own independent review of the Record Evidence, which is incorporated into this Resolution by reference**.**

Section 2. The Project is not consistent with the adopted General Plan as it aligns with the applicable land use designations and supports the General Plan's Programs, Policies, and Goals related to sustainability, community development, and industrial, commercial, and office. As such, the Project does not comply with the requirements of Government Code Section 65860 regarding zoning consistency with the General Plan.

Section 3. Findings for California Environmental Quality Act (CEQA)
With respect to CEQA, the Planning Commission finds the Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303, Class 3, New Construction or Conversion of Small Structures. The proposed use does not involve any hazardous substances, all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive. Therefore, no additional environmental review is required.

Section 4. Findings for Minor PUD Modification Denial
With respect to the denial of PUD-25-02M, the City Council makes the following findings as required by Section 18.68.110.B.1 through 7 of the PMC:

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

The 20-foot street-side yard setback requirement in PUD-25 was intentionally established to create a meaningful visual buffer between accessory structures and public streets, preserve the semi-rural and open character of the neighborhood, and maintain a cohesive residential streetscape along Lund Ranch Road and Spring Creek Terrace. These setbacks ensure that accessory structures remain visually subordinate to the primary residence and allow for substantial landscaping along street frontages, reinforcing the visual openness and spatial separation envisioned for the neighborhood.

Reducing the street-side yard setback to eight feet would place the proposed detached accessory structure substantially closer to the street than permitted under the approved PUD and would alter the established relationship between private development and the public realm. At this reduced distance, the structure would appear more prominent when viewed from Lund Ranch Road and Spring Creek Terrace, increasing its apparent mass relative to the street and diminishing the open landscaped corridor that characterizes this portion of the neighborhood.

The reduced setback would also limit opportunities for meaningful landscaping between the structure and the street, resulting in a more built and enclosed appearance and weakening the visual transition from the roadway to the residential lot. This change would detract from the rural and semi-open character envisioned for PUD-25 and could create the perception that accessory development is encroaching into what is intended to function as a shared visual buffer along the street edge.

Additionally, locating the structure closer to the roadway may affect visual sightlines along a corridor that includes an EVA roadway and functions as a secondary circulation route.

For these reasons, the City Council determines that the proposed Minor PUD Modification would not be consistent with the neighborhood's design objectives and that it cannot make this finding.

2. The plan is consistent with the City's General Plan and applicable PUD standards

Although PUD-25 generally follows the standards of the R-1-6,500 zoning district, COA 14 deliberately established more restrictive setback requirements for detached accessory structures, including a 20-foot street-side yard setback for corner lots. These standards were adopted following extensive public review during Planning Commission and City Council hearings and were intended to apply uniformly throughout the development. As part of that process, the City Council required the subdivision developer to construct the EVA corridor adjacent to the Property to address project traffic impacts by directing new vehicular trips away from Lund Ranch Road and toward the Sunset Creek Lane extension serving the easterly lots of the subdivision. The City Council did not indicate that the EVA corridor would alter the applicability of the PUD development standards for the Property as a corner lot. Accordingly, all PUD-25 standards remain applicable, including the 20-foot street-side yard setback for detached accessory structures.

Allowing a reduction to eight feet would conflict with the adopted PUD standards and weaken the consistency and predictability of the development framework established through the PUD approval process. The requested modification would effectively alter a core development standard that was intentionally adopted as part of the overall neighborhood design.

Accordingly, the City Council determines that the Project is inconsistent with the applicable PUD standards and that it cannot make this finding.

3. The plan is compatible with previously developed properties in the vicinity

The Property is a corner lot with frontage along Vista Oaks Court and Lund Ranch Road/Spring Creek Terrace. Other similarly situated corner lots within the PUD are subject to and expected to comply with the same 20-foot street-side yard setback requirement for detached accessory structures. Comparable properties include, but are not limited to, 1012 Vista Oaks Court, 2192 Countryside Court, and 2175 Shadow Creek Court.

Allowing the proposed reduction would result in an accessory structure being located substantially closer to the street than permitted on comparable lots, creating an inconsistent development pattern and altering the established visual character of the neighborhood.

Therefore, the City Council determines that the Project is not compatible with the previously developed properties in the vicinity, and that it cannot make this finding.

4. **Grading and site conditions justify the requested modification**

   The Property is generally flat (especially in the location of the proposed accessory structure) with only a minor slope across the lot. The proposed detached accessory structure would not create grading, engineering, or utility constraints that would necessitate a reduction in the required setback.

   Additionally, the Property is comparable in size, configuration, and orientation to other corner lots within PUD-25 that are subject to the same setback requirement and are expected to comply with the adopted development standards.

   Because no unique physical constraints exist that would warrant deviation from the PUD standards, the City Council determines that this finding cannot be made.

5. **Streets, buildings, and other manmade structures are designed and located to complement the established streetscape**

   The 20-foot street-side yard setback requirement was adopted specifically to maintain adequate separation between detached accessory structures and public streets and to allow for landscaping that reinforces a consistent residential edge along Lund Ranch Road, Spring Creek Terrace, and the EVA corridor.

   Reducing the setback to eight feet would substantially diminish this buffer and disrupt the visual rhythm of development along the street frontage. The resulting condition would introduce a more prominent structure closer to the public right-of-way, contrary to the established streetscape character intended for the neighborhood.

   Therefore, the City Council determines that the Project is not designed to complement the established streetscape and that it cannot make this finding.

6. **Adequate public safety measures have been incorporated into the plan**

   While the proposed detached accessory structure could be constructed in compliance with applicable building and fire codes, the requested street-side yard setback reduction raises broader considerations regarding proximity to the street, sightlines, and neighborhood design objectives that were addressed in the original PUD standards.

   Because these broader considerations are not adequately addressed through the requested Minor PUD Modification, the City Council determines that this finding cannot be made.

7. **The plan conforms to the purposes and intent of the PUD District**

   PUD-25 was approved following a comprehensive planning process that established specific development standards for detached accessory structures, including the 20-foot street-side yard setback for corner lots. These standards were intentionally adopted to preserve neighborhood character and maintain a consistent development pattern throughout the subdivision.

   To date, no modifications to the street-side yard setback requirement have been approved within PUD-25. Approving a reduction from 20 feet to 8 feet—less than even PUD-25's 10-

foot interior side-yard setback requirement—would represent a significant departure from the adopted standards and could establish a precedent for future deviations that would incrementally erode the integrity of the PUD framework.

Accordingly, the City Council determines that the Project does not conform to the purposes and intent of the PUD District, and that it cannot make this finding.

Section 5. The City Council hereby denies the appeal of Case No. PUD-25-02M, the application of Tim Nystrom of NYS Architecture, as the applicant, on behalf of the property owner Terence Tung, for a Minor PUD Modification to reduce the required street-side yard setback from 20 feet to eight feet to accommodate a detached accessory structure located at 1011 Vista Oaks Court.

Section 6. The City Council directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

Section 7. This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 April 21, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

THE CITY OF PLEASANTON

Planning Commission Agenda Report

March 25, 2026
Item 5

SUBJECT: **PUD-25-02M**

APPLICANT: Tim Nystrom/NYS Architecture

PROPERTY OWNER: Terence Tung

PURPOSE: Appeal of a Zoning Administrator determination to deny a Planned Unit Development Minor Modification request to reduce the required street-side yard setback from 20 feet to eight feet to accommodate the construction of a detached accessory structure

LOCATION: 1011 Vista Oaks Court

GENERAL PLAN: Rural Density Residential, Low Density Residential, and Open Space – Public Health and Safety

ZONING: PUD-LDR/RDR/OS-PHS/WO (Planned Unit Development – Low Density Residential/Rural Density Residential/Open Space – Public Health & Safety/Wildland Overlay) District

EXHIBITS:

A. Draft Resolution
B. Narrative and Project Plans dated "Received December 5, 2025"
C. Denial Letter dated January 9, 2026
D. Appeal Narrative dated "Received February 23, 2026"
E. Excerpt of PUD-25 Development Standards
F. Location and Notification Map

STAFF RECOMMENDATION

Adopt the attached resolution (Exhibit A) recommending that the City Council deny the appeal and uphold the Zoning Administrator's denial of Case No. PUD-25-02M.

EXECUTIVE SUMMARY

The appellant requests that the Planning Commission consider an appeal of the Zoning Administrator's (ZA) denial of a Minor PUD Modification (Case No. PUD-25-02M) to reduce the required street-side yard setback from 20 feet to eight feet to accommodate the construction of a detached accessory structure at 1011 Vista Oaks Court. The ZA denied the request on January 9, 2026, finding that the required findings for a Minor PUD Modification could not be made due to inconsistencies with the adopted PUD-25 development standards and potential impacts on neighborhood character, streetscape, and public welfare. The appellant contends

that the detached accessory structure's open, low-profile design, unique site conditions adjacent to an emergency vehicle access (EVA) corridor, and existing landscaping/retaining wall treatments preserve the streetscape and avoid public safety impacts, and requests approval as designed. Staff recommends that the Planning Commission find that the proposed street-side yard setback reduction would be inconsistent with the objectives of the PUD-25 development standards and recommend that the City Council deny the appeal and uphold the ZA's determination.

BACKGROUND

The subject property is located within Lund Ranch II/Diamond Canyon, a residential Planned Unit Development (PUD-25) approved by the City Council in 2016 under Ordinance No. 2133. PUD-25 includes development standards and Conditions of Approval (COAs) applicable to future development on individual lots. COA 14 establishes accessory structure setbacks that include a 20-foot street-side yard setback for detached accessory structures on corner lots. On January 9, 2026, the ZA denied the applicant's request to reduce the detached accessory structure street-side yard setback from 20 feet to eight feet to accommodate a detached accessory structure. Accordingly, the appeal is now before the Planning Commission for a recommendation to the City Council that will consider and act on the appeal at a future City Council hearing.

AREA AND SITE DESCRIPTIONS

The subject property is in the Lund Ranch II/Diamond Canyon neighborhood. The lot is a flat, approximately 0.29 acre, corner parcel with frontage along Vista Oaks Court and along Lund Ranch Road/Spring Creek Terrace, which are connected by an EVA roadway corridor adjacent to the street-side yard. The subject property is developed with an approximately 4,838-square-foot, two-story residence. A previously approved swimming pool is currently under construction in the rear yard. See Figure 1 for more details on the location.

Figure 1: Aerial Photo of Subject Property



PROPOSED PROJECT

The applicant requests approval of a Minor PUD Modification to the approved PUD-25 development plan to reduce the required detached accessory structure street-side yard setback from 20 feet to eight feet to accommodate the construction of an approximately 360-square-foot, 10-foot-tall, detached accessory structure designed as an outdoor kitchen/storage structure. The detached accessory structure features a traditional architectural style, a stucco exterior finish, and a low-profile, sloped roof, all of which would complement the existing residence.

For full site plan and design details, refer to the project narrative and plans attached as Exhibit B.

ANALYSIS

Minor PUD Modifications are reviewed to determine whether the required findings for project approval can be made. This item is an appeal of the ZA's determination to deny the Minor PUD Modification to reduce the required street-side yard setback from 20 feet to eight feet to accommodate the construction of a detached accessory structure. The Planning Commission may recommend that the City Council uphold the denial or grant the appeal and approve the Minor PUD Modification, based on the record and applicable findings.

Minor PUD Modification Findings

After review of the proposed project and the applicable findings, staff concurs with the ZA's determination that the required findings cannot be made for the requested Minor PUD modification as follows:

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

The ZA found that the proposed reduction of the street-side yard setback from 20 feet to eight feet is not in the best interests of the public health, safety, and general welfare.

The 20-foot street-side yard setback requirement in PUD-25 was intentionally established to create a meaningful visual buffer between accessory structures and public streets, preserve the semi-rural and open character of the neighborhood, and maintain a cohesive residential streetscape along Lund Ranch Road and Spring Creek Terrace. These setbacks ensure that accessory structures remain visually subordinate to the primary residence and allow for substantial landscaping along street frontages, reinforcing the visual openness and spatial separation envisioned for the neighborhood.

Reducing the street-side yard setback to eight feet would place the proposed detached accessory structure substantially closer to the street than permitted under the approved PUD and would alter the established relationship between private development and the public realm. At this reduced distance, the structure would appear more prominent when viewed from Lund Ranch Road and Spring Creek Terrace, increasing its apparent mass relative to the street and diminishing the open landscaped corridor that characterizes this portion of the neighborhood.

The reduced setback would also limit opportunities for meaningful landscaping between the structure and the street, resulting in a more built and enclosed appearance and weakening the visual transition from the roadway to the residential lot. This change would detract from

the rural and semi-open character envisioned for PUD-25 and could create the perception that accessory development is encroaching into what is intended to function as a shared visual buffer along the street edge.

Additionally, locating the structure closer to the roadway may affect visual sightlines along a corridor that includes an EVA roadway and functions as a secondary circulation route.

For these reasons, the ZA determined that the proposed modification would not be consistent with the neighborhood's design objectives and could not make this finding.

2. The plan is consistent with the City's General Plan and applicable PUD standards

The ZA found that the proposed modification is not consistent with the adopted development standards and intent of PUD-25.

Although PUD-25 generally follows the standards of the R-1-6,500 zoning district, COA 14 deliberately established more restrictive setback requirements for detached accessory structures, including a 20-foot street-side yard setback for corner lots. These standards were adopted following extensive public review during Planning Commission and City Council hearings and were intended to apply uniformly throughout the development.

Allowing a reduction to eight feet would conflict with the adopted PUD standards and weaken the consistency and predictability of the development framework established through the PUD approval process. The requested modification would effectively alter a core development standard that was intentionally adopted as part of the overall neighborhood design.

Accordingly, the ZA determined that this finding could not be made.

3. The plan is compatible with previously developed properties in the vicinity

The ZA found that the proposed modification would not be compatible with surrounding development within PUD-25.

The subject property is a corner lot with frontage along Vista Oaks Court and Lund Ranch Road/Spring Creek Terrace. Other similarly situated corner lots within the PUD are subject to and expected to comply with the same 20-foot street-side yard setback requirement for detached accessory structures. Comparable properties include, but are not limited to, 1012 Vista Oaks Court, 2192 Countryside Court, and 2175 Shadow Creek Court.

Allowing the proposed reduction would result in an accessory structure being located substantially closer to the street than permitted on comparable lots, creating an inconsistent development pattern and altering the established visual character of the neighborhood.

Therefore, the ZA determined that this finding could not be made.

4. Grading and site conditions justify the requested modification

The ZA found that site conditions do not justify the requested modification.

The subject property is generally flat (especially in the location of the proposed accessory structure) with only a minor slope across the lot. The proposed detached accessory structure would not create grading, engineering, or utility constraints that would necessitate a reduction in the required setback.

Additionally, the lot is comparable in size, configuration, and orientation to other corner lots within PUD-25 that are subject to the same setback requirement and are expected to comply with the adopted development standards.

Because no unique physical constraints exist that would warrant deviation from the PUD standards, the ZA determined that this finding cannot be made.

5. Streets, buildings, and other manmade structures are designed and located to complement the established streetscape

The ZA found that the proposed placement of the detached accessory structure would not complement the established streetscape envisioned by PUD-25.

The 20-foot street-side yard setback requirement was adopted specifically to maintain adequate separation between detached accessory structures and public streets and to allow for landscaping that reinforces a consistent residential edge along Lund Ranch Road, Spring Creek Terrace, and the EVA corridor.

Reducing the setback to eight feet would substantially diminish this buffer and disrupt the visual rhythm of development along the street frontage. The resulting condition would introduce a more prominent structure closer to the public right-of-way, contrary to the established streetscape character intended for the neighborhood.

Therefore, the ZA determined that this finding cannot be made.

6. Adequate public safety measures have been incorporated into the plan

While the proposed detached accessory structure could be constructed in compliance with applicable building and fire codes, the requested street-side yard setback reduction raises broader considerations regarding proximity to the street, sightlines, and neighborhood design objectives that were addressed in the original PUD standards (Exhibit E).

Because these broader considerations are not adequately addressed through the requested Minor PUD Modification, the ZA determined that this finding cannot be made.

7. The plan conforms to the purposes and intent of the PUD District

The ZA found that the proposed Minor PUD Modification does not conform to the purposes and intent of the PUD District.

PUD-25 was approved following a comprehensive planning process that established specific development standards for detached accessory structures, including the 20-foot street-side yard setback for corner lots. These standards were intentionally adopted to preserve neighborhood character and maintain a consistent development pattern throughout the subdivision.

To date, no modifications to the street-side yard setback requirement have been approved within PUD-25. Approving a reduction from 20 feet to 8 feet—less than even PUD-25's 10-foot interior side-yard setback requirement—would represent a significant departure from the adopted standards and could establish a precedent for future deviations that would incrementally erode the integrity of the PUD framework.

Accordingly, the ZA determined that this finding cannot be made.

For full ZA determination details, refer to the ZA denial letter attached as Exhibit C.

Staff again notes that the development standards for PUD-25 were adopted following extensive public review during Planning Commission and City Council hearings and were intended to apply uniformly throughout the subdivision. As part of that process, the City Council required the subdivision developer to construct the EVA corridor adjacent to the subject property to address project traffic impacts by directing new vehicular trips away from Lund Ranch Road and toward the Sunset Creek Lane extension serving the easterly lots of the subdivision. The City Council did not indicate that the EVA corridor would alter the applicability of the PUD development standards for the subject parcel as a corner lot. Accordingly, all PUD-25 standards remain applicable, including the 20-foot street-side yard setback for detached accessory structures.

Staff also notes that purchasers in the subdivision were required to review and sign disclosures provided by the developer, as well as private Covenants, Conditions and Restrictions (CC&Rs) that identify development restrictions specific to the neighborhood. These materials reference PUD-25 and the applicable development standards governing the subdivision.

Finally, property owners and designers are always encouraged to consult with Planning Division staff prior to preparing plans for rear-yard improvements anywhere in the City to confirm the applicable development standards and requirements for a proposed project.

Appellant's Key Points

In the appeal letter received February 23, 2026, the appellant asserts that:

1. The detached accessory structure is low-profile, open, and visually subordinate.
2. The project site's street-side frontage abuts an EVA corridor and is separated by retaining walls, landscaping, and grade changes, making the condition distinct from other corner lots.
3. Streetscape character is maintained through landscape design, walls, and the structure's transparency.
4. No public safety impacts are created because the pavilion does not obstruct sightlines or encroach into the EVA, and the denial acknowledges building/fire code compliance.

5. Approval can be conditioned to match the submitted design (footprint, height, openness, landscaping) to avoid precedent.

For full appeal details, refer to the appeal narrative attached as Exhibit D.

PUBLIC NOTICE

Notice of this application was sent to surrounding property owners and tenants within a 1,000-foot radius of the subject parcel (Exhibit F), and it was published in the Valley Times newspaper on March 13, 2026. At the time this report was published, staff had not received any public comments.

ENVIRONMENTAL ASSESSMENT

The project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15303, Class 3, New Construction or Conversion of Small Structures. The proposed use does not involve any hazardous substances, all necessary public services and facilities are available, and the surrounding area is not environmentally sensitive. Therefore, no additional environmental review is required.

SUMMARY/CONCLUSION

Based on the record, the Planning Commission must determine and recommend to the City Council whether the required findings for a Minor PUD Modification can be made. If the Planning Commission determines the proposal is inconsistent with COA 14 and the intended uniform application of the PUD's detached accessory structure development standards, and would not complement the established streetscape, it should recommend that the City Council deny the appeal and uphold the ZA's denial. Alternatively, if the Planning Commission determines that the detached accessory structure's design and the site's EVA-adjacent conditions preserve the PUD's intent and that findings can be made with appropriate, site-specific conditions, it may recommend that the City Council grant the appeal and approve the Minor PUD Modification.

Primary Author: Eric Luchini, Senior Planner, 925-931-5612 or eluchini@cityofpleasantonca.gov.

Reviewed/Approved By:
Derek Farmer, Assistant Director of Community and Economic Development and Planning Manager
Julie Harryman, Assistant City Attorney

EXHIBIT B

RECEIVED

12/05/25

PUD-25-02M

CITY OF PLEASANTON
PLANNING DIVISION

EXHIBIT B

Date: November 21, 2025

Subject: Request for Planned Unit Development (PUD) Minor Modification

Address: 1011 Vista Oaks Court, Pleasanton CA

Dear City of Pleasanton Planning Manager,

I am writing regarding the residential construction project currently underway at 1011 Vista Oaks Court where we have already secured and received a valid building permit for a new swimming pool. As part of the approved plans, the homeowner has also designed a comprehensive outdoor living environment, which includes landscaping, hardscaping, and a custom outdoor kitchen pavilion adjacent to the pool area.

Recently, we were informed that the City has applied a 20-foot setback requirement specific to the pool area, and that in order to proceed with the pavilion, a Planned Unit Development (PUD) zoning modification may be required. This unexpected condition has placed the entire project on hold, despite the fact that:

1. **The Pool Permit is Already Approved and Under Construction:** Construction has commenced in good faith, under the valid pool permit issued by the City. Halting the project mid-stream presents significant scheduling, weather, and cost concerns as winter approaches.

2. **No Utilities Conflict Identified:** Through inspection and review, no underground utilities have been located within the proposed construction area for the pavilion. There is no evident safety, access, or infrastructure concern that would necessitate the 20-foot setback.

3. **Architectural and Design Integrity:** The homeowner worked diligently with architects and designers to create a cohesive outdoor living plan that integrates the pool, pavilion, and hardscape features into a single functional design. Relocation or removal of the pavilion would compromise the overall flow and purpose of the project.

4. **Homeowner Expectations and Investment:** The homeowner purchased this property and invested substantially in both design and construction without prior notice of a 20-foot setback affecting the pool area. The setback condition was not evident during the initial permit process and has created unforeseen hardship.

In light of the above, we respectfully request that the City approve the construction of the outdoor kitchen pavilion as designed and allow us to proceed without delay. From both a construction and architectural standpoint, the pavilion poses no conflict with city infrastructure or safety standards. From a homeowner's perspective, it represents significant personal investment and the centerpiece of their outdoor living vision. We ask the City of Pleasanton to consider modifying the PUD for this lot and allow for a reduction in the corner lot side yard setback from 20'-0" to 8'-0" in order to allow for the new kitchen pavilion to be designed and constructed.

We greatly appreciate your time, attention, and consideration of this request, and we are available to provide any additional documentation, plans, or inspections as needed to support approval.

Tim Nystrom

Tim Nystrom, AIA
Architect
NYS Architecture, Inc.
707.227.2625

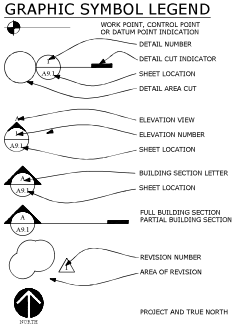
TUNG BACKYARD REMODEL

1011 VISTA OAKS COURT
PLEASANTON, CA 94566

REMODEL
1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

ABBREVIATIONS

GRAPHIC SYMBOL LEGEND



APPLICABLE CODES

OCCUPANCY GROUP: R-3-SINGLE FAMILY & U PRIVATE GARAGES
CONSTRUCTION TYPE: TYPE V, B SPRINKLERED
ALL CONSTRUCTION TO COMPLY WITH LOCAL CODES AND ORDINANCES CURRENTLY IN USE WITH THE LOCAL JURISDICTION AND THE FOLLOWING CODE EDITIONS:

BUILDING	2022CALIFORNIA RESIDENTIAL CODE
MECHANICAL	2022 CALIFORNIA MECHANICAL CODE
PLUMBING	2022 CALIFORNIA PLUMBING CODE
ELECTRICAL	2022 CALIFORNIA ELECTRICAL CODE
ENERGY	2022 CALIFORNIA ENERGY CODE 2022 CALIFORNIA ENERGY STANDARDS
FIRE	2022 CALIFORNIA FIRE CODE (2013 CALIFORNIA ENERGY CODE (CENC), PART 9) NFPA 13D, NFPA STANDARD 13D
GREEN	2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSC)

2022 CALIFORNIA ENERGY CODE (CENC): BUILDING ENERGY EFFICIENCY STANDARDS, CURRENT EDITION

CITY OF PLEASANTON MUNICIPAL CODE

PROJECT INFORMATION

EXISTING SITE INFORMATION

- EXISTING LOT = 12,719 SQ. FT. (0.291 ACRES)
- EXISTING RESIDENCE = 4,838 SQ. FT.
- EXISTING GARAGE = 525 SQ. FT.
- EXISTING FLOOR AREA RATIO = 0.38 (4,838 / 12,719)
- EXISTING LOT COVERAGE = 0.26 (3,300 / 12,719)
- EXISTING IMPERVIOUS SURFACE:
  - ** DRIVEWAY = 680 SQ. FT.
  - ** PORCH + COVERED PATIO = 545 SQ. FT.
  - ** MAIN HOUSE/GARAGE = 2,818 SQ. FT.
  - ** TOTAL = 4,043 / 12,719 (0.31)

PROPOSED SITE INFORMATION

- EXISTING LOT = 7,242 SQ. FT. (0.166 ACRES)
- EXISTING RESIDENCE = 1,787 SQ. FT.
- PROPOSED KITCHEN PAVILION / STORAGE = 360 SQ. FT.
- PROPOSED FLOOR AREA RATIO = 0.38 (4,898 / 12,719)
- PROPOSED LOT COVERAGE = 0.28 (3,585 / 12,719)
- PROPOSED IMPERVIOUS SURFACE:
  - ** DRIVEWAY = 680 SQ. FT.
  - ** PORCH + COVERED PATIO = 545 SQ. FT.
  - ** MAIN HOUSE/GARAGE = 2,818 SQ. FT.
  - ** KITCHEN PAVILION = 360 SQ. FT.
  - ** POOL + POOL CABANA = 771 SQ. FT.
  - ** TOTAL = 5,173 / 12,719 (0.40)

GENERAL NOTES

1. THE DRAWINGS ARE TO A CERTAIN EXTENT DIAGRAMMATIC AND ARE INTENDED TO SHOW THE GENERAL ARRANGEMENT, DESIGN AND EXTENT OF THE WORK. FURNISH EVERYTHING NECESSARY FOR AND INCIDENTAL TO THE COMPLETION OF THE WORK READY FOR OCCUPANCY WHETHER OR NOT SPECIFICALLY SHOWN OR NOTED. THE INTENT IS TO PROVIDE THE OWNER WITH A COMPLETELY OPERATIONAL HOME. PROVIDE ALL LABOR AND MATERIALS NEEDED TO MEET THIS REQUIREMENT AT NO ADDITIONAL COST. WHERE THE QUALITY OF MATERIALS PROVIDED UNDER THIS REQUIREMENT IS IN QUESTION, THEY SHALL MEET OR EXCEED CURRENT CODE, COMMERCIAL OR TRADE ASSOCIATION STANDARDS, FEDERAL SPECIFICATIONS OR OTHER APPLICABLE STANDARDS.
2. RELOCATE (E) UTILITIES AS REQUIRED BY GOVERNING LOCAL AGENCY APPLICABLE IN THE PROJECT'S JURISDICTION. CONTACT AGENCY PRIOR TO START OF WORK FOR APPROVALS.
3. THE CONTRACTOR IS SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. SITE REVIEW OF THE CONSTRUCTION BY THE ARCHITECT IS TO DETERMINE CONFORMANCE WITH THE PLANS AND SPECIFICATIONS. IT DOES NOT ENCOMPASS SAFETY PROCEDURES OR OPERATIONS.
4. CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMISSION OF BIDS TO REVIEW SCOPE OF WORK, DEMOLITION, ETC. WITH THE OWNER.
5. VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD BEFORE PROCEEDING. CONFIRM EXTENT OF ALL DEMOLITION WITH THE OWNER PRIOR TO THE START OF WORK.
6. CONTRACTOR IS TO COORDINATE ALL WORK OF ALL TRADES AND COORDINATE WORKING TIME AND METHODS WITH THE OWNER TO INSURE THAT THE MINIMUM DISTURBANCE TO THE EXISTING PORTION OF THE HOME TO REMAIN WILL OCCUR.
7. PATCH AND REPAIR ANY DAMAGE TO WALLS, FLOORS, ETC. AS A RESULT OF THE CONSTRUCTION PROCESS.
8. MATCH EXISTING FINISHES AS CLOSELY AS POSSIBLE UNLESS NOTED OTHERWISE. RESULTANT CONDITION OF PATCHES AND REPAIRS TO BE LIKE NEW.
9. WHEN INSTALLING DRILLED IN ANCHORS OR POWER DRIVEN PINS, IN EXISTING NON-PRE STRESSED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS.
10. BEFORE THE SHUTDOWN OR TYING INTO ANY UTILITY, PRIOR WRITTEN APPROVAL SHALL BE OBTAINED FROM THE OWNER'S REPRESENTATIVES. CONTRACTOR TO PROVIDE MIN. 72 HOURS NOTICE BEFORE UTILITY SHUTDOWN AND CONNECTIONS.

SCOPE OF WORK

EXISTING SINGLE STORY DETACHED RESIDENCE ON A 12,719 SQ. FT. LOT, APPLYING FOR DEMOLITION AND CONSTRUCTION OF NEW BACKYARD REMODEL INCLUDING: NEW KITCHEN PAVILION

CAL GREEN NOTES

A COMPREHENSIVE BUILDING MANUAL TO BE PLACED IN BUILDING. CAL GREEN 4.410.1

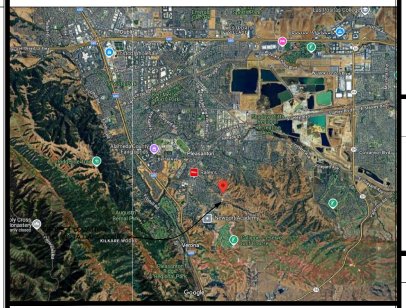
REDUCE INDOOR WATER USE BY 20%, CAL GREEN 4.303.1

(EFFECTIVE AS OF JULY 1, 2022): SEE TABLE 4.303.2

FIXTURE TYPE:	MAX. FLOW RATE:
SHOWERHEADS	1.8 gpm @ 80 psi
1. LAVATORY FAUCETS, RESIDENTIAL	1.5 gpm @ 60 psi
KITCHEN FAUCETS	1.8 gpm @ 60 psi
2. WATER CLOSETS, TYP.	1.28 gallons/flush

3. INSTALLED AUTOMATIC IRRIGATION CONTROLLERS TO CONFORM TO CAL GREEN 4.304.1
4. ALL JOINTS AND OPENINGS IN EXTERIOR WALLS SHALL BE PROTECTED FROM THE PASSAGE OF RODENTS. CAL GREEN 4.406.1
5. ALL DUCT OPENINGS AND MECHANICAL EQUIPMENT TO BE PROTECTED DURING CONSTRUCTION PER CAL GREEN 4.504.1
6. ALL ADHESIVES, SEALANTS AND CAULKS TO COMPLY WITH CAL GREEN 4.504.2.1
7. ALL PAINTS AND COATINGS TO COMPLY WITH CAL GREEN 4.504.2.2 & 4.504.2.3
8. ALL FLOOR COVERINGS TO COMPLY WITH CAL GREEN 4.504.3, 4.504.4, & 4.504.5
9. CONCRETE SLAB FOUNDATIONS REQUIRED TO HAVE A VAPOR RETARDER PER CBC SHALL ALSO COMPLY WITH CAL GREEN 4.505, HOUSE SLAB TO BE DESIGNED BY PROFESSIONAL TO COMPLY WITH CAL GREEN 4.505.2.1 OR PROVIDE CAPILLARY BREAK PER 4.505.2.1.
10. WALL AND FLOOR FRAMING SHALL NOT BE ENCLOSED WHEN FRAMING MEMBERS EXCEED 19% MOISTURE CONTENT CAL GREEN 4.505.3
11. BATHROOM EXHAUST FANS SHALL BE ENERGY STAR, DUCTED TO TERMINATE OUTSIDE THE BUILDING, & UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, SHALL BE CONTROLLED BY A READILY ACCESSIBLE HUMIDISTAT COMPLYING WITH CAL GREEN 4.506.1.
12. WHOLE HOUSE EXHAUST FANS SHALL HAVE INSULATED LOUVERS OR COVERS WHICH CLOSE WHEN FAN IS OFF, AND HAVE MIN. INSULATION VALUE R-4.2 (CAL GREEN 4.507.1)
13. DUCT SYSTEMS SHALL BE SIZED AND DESIGNED PER CAL GREEN 4.507.2
14. MIN. OF 50% CONSTRUCTION WASTE SHALL BE DIVERTED TO RECYCLE OR SALVAGE, PER CAL GREEN 4.408.1
15. ALL INSPECTIONS AND VERIFICATIONS TO BE PROVIDED PER CAL GREEN 4.702.1

VICINITY MAP



CODE ANALYSIS

EXISTING BUILDING INFORMATION:

ALL CONSTRUCTION TO COMPLY WITH LOCAL CODES AND ORDINANCES CURRENTLY IN USE WITH THE LOCAL JURISDICTION AND THE FOLLOWING CODE EDITIONS:

YEAR OF ORIGINAL CONSTRUCTION:	2023
CONSTRUCTION TYPE:	TYPE VB, NON RATED
SPRINKLERS:	YES
EXISTING MAIN HOUSE:	2 STORY - SINGLE FAMILY DETACHED 4,838 SF
PROJECT DATA:	
LOT AREA:	12,719 SF
OCCUPANCY:	R-3/U
ZONING:	ALAMEDA

DRAWING INDEX

T-1	TITLE SHEET & PROJECT INFORMATION
T-2	ARCHITECTURAL SPECIFICATIONS
T-3	ARCHITECTURAL SPECIFICATIONS
T-4	CAL GREEN NOTES
T-5	CAL GREEN NOTES
A0.1	PROPOSED SITE PLAN
A1.0	PROPOSED ENLARGED SITE PLAN
A1.1	PROPOSED ELECTRICAL AND LIGHTING PLAN
A1.2	PROPOSED ELEVATIONS
A1.3	PROPOSED ELEVATIONS
S1	STRUCTURAL NOTES
S2	BACKYARD FRAMING AND FOUNDATION PLAN
S3	DETAILS
S4	DETAILS

PROJECT TEAM

CLIENT:
TERRENCE TUNG
1011 VISTA OAKS COURT
PLEASANTON, CA 94566
(408) 716-6828

ARCHITECT:
NYS ARCHITECTURE
3945 MONTROSE STREET
NAPA, CA 94558
(707) 227-2625
TIM@NYSDESIGNS.COM

CONTRACTOR:
GREEN GROUP REMODELING
2280 DIAMOND BLVD. SUITE 360
CONCORD, CA 94520
(925) 217-8784

STRUCTURAL:
LYA ENGINEERS
1007 ALMANOR LANE
LAFAYETTE, CA 94549
(925) 284-1807
CONTACT: TING YUEN

DESIGN CRITERIA

DESIGN LIVE LOAD
ROOF = 20 PSF
FLOOR = 40 PSF (RESIDENTIAL)

WIND DESIGN DATA
RISK CATEGORY = II
BASIC WIND SPEED = 92 MPH
WIND EXPOSURE = C

SEISMIC ZONE
SITE CLASS D-2

CLIMATE ZONE = 2
SOIL SITE CLASS = D
SOIL BEARING PRESSURE = 1500 PSF

DESIGN BUILD DRAWING SUBMITTAL NOTE:

THE CONTRACTOR/DESIGN BUILDER SHALL BE RESPONSIBLE FOR THE SERVICES & SUBMITTAL OF THE DESIGN/BUILD ENGINEERING FOR MECHANICAL & ELECTRICAL, PLUMBING, FIRE PROTECTION, AND TITLE 24. THE DESIGN/BUILD ENGINEER SERVICES SHALL BE RESPONSIBLE FOR ALL PLANS, CALCULATIONS & CODE COMPLIANCE FOR THEIR WORK.
THESE PLANS ARE FOR GENERAL CONSTRUCTION PURPOSES ONLY. THEY ARE NOT EXHAUSTIVELY DETAILED NOR FULLY SPECIFIED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SELECT, VERIFY, RESOLVE AND INSTALL ALL MATERIALS AND EQUIPMENT.

JURISDICTIONAL REQUIREMENTS

Design-Build Deferred Submittals:
Pre-Manufactured Trusses must be reviewed by the Architect or Engineer of record prior to being submitted to the city for aproval. A notation on the plans or a letter of approval indicating that the deferred submittal documents have been reviewed and that they have been found to be in general conformance with the design of the building must be included with the submittal.

Pre-Fabricated Trusses:
Prior to fabrication of trusses, the following material bearing the stamp of a licensed engineer shall be submitted to the building department for review:
a) Two sets of shop drawings
b) Two layout plans delineating location of trusses
c) Two sets of design calculations showing axial & bending stresses and joint design

REVISIONS
PUD MODIFICATION 11.17.2025

Title Sheet

JOB NO. 25.519	**SHEET**
DRAWN TN	
CHECK	**T 1**
DATE 06.06.2025	

DIVISION 00 - CONDITIONS OF CONTRACT

0.01 Terminology

A. Referenced Organizations.

ACI American Concrete Institute (www.concrete.org)
AGC American General Contractors (www.agc.org)
AHJ Authority Having Jurisdiction (Typically the Building Department)
AISC American National Standards Institute (www.ansi.org)
APA American Plywood Association (www.apawood.org)
ASHRAE American Society of Heating, Refrigerator, and Air Conditioning Engineering (www.ashrae.org)
ASTM American Society for Testing and Materials (www.astm.org)
AWI Architectural Woodwork Institute (www.awinet.org)
AWS American Welding Society (www.aws.org)
CISCA Ceiling and Interior Systems Construction Association (www.cisca.org)
CRI Carpet and Rug Institute (www.carpet-rug.org)
DOC California Energy Commission (www.energy.ca.gov)
DSRI Concrete Reinforcing Steel Institute (www.crsi.org)
FS Federal Specification (http://apps.fss.gsa.gov/pub/fedspecs)
GA Gypsum Association (www.gypsum.org)
GANA Glass Association of North America (www.glasswebsite.com)
IBC International Code Council (www.iccsafe.org)
NIST US National Institute of Standards and Technology, Product Standards (www.nist.gov)
NSWA National Ready Mixed Concrete Association (www.nrmca.org)
PCA Portland Cement Association (www.portcement.org)
RFCI Roofing Contractors Association (www.rfci.org)
NCMA National Concrete Masonry Association (www.ncma.org)
NFRC National Fenestration Rating Council (www.nfrc.org)
NOFMA National Oak Flooring Manufacturers Association (www.nofma.org)
NRCA National Roofing and Coatings Association (www.nrca.org)
NRCA National Roofing Contractors Association (www.nrca.net)
WDMA National Wood Window and Door Association (www.wdma.com)
PDCA Painting and Decorating Contractors of America (www.pdca.org)
SJI Steel Joist Institute (www.steeljoist.org)
SMACNA Sheet Metal and Air Conditioning Contractors National Association (www.smacna.org)
TCNA Tile Council of North America (www.tcna.org)
TPI Truss Plate Institute (www.tpinst.org)
TRI The Roofing Institute (www.therci.org)
UL Underwriters' Laboratories Inc. (www.ul.com)
WCLIB West Coast Lumber Inspection Bureau (www.wclib.org)
WI Window Institute (www.windowinstitute.org)
WWPA Western Wood Products Association (www.wwpa.org)

- Definitions.
  1. Contract Documents: The Contract Documents shall include the drawings, specifications, structural calculations, soils report, and California Energy Code compliance forms. These documents are intended to supplement and complement each other. In case of conflict, contact the Architect.
  2. Owner: The term "Owner" shall mean the Owner or the Owner's authorized representative(s).
  3. Contractor: The term "Contractor" shall mean the general contractor or the general contractor's authorized representative(s).
  4. Architect: The term "Architect" shall mean Tim Nystrom.
  5. Engineer: The term "Engineer" shall mean the structural engineer or the structural engineer's authorized representative(s).
  6. Builder: The term "Builder" shall mean a person or entity who is both an Owner and Contractor, and whose responsibilities are for both Owner and Contractor.

DIVISION 01 - GENERAL REQUIREMENTS

1.01 Scope of Work:

- Contractor shall provide all labor, materials, equipment, permits, and services necessary for construction of the building and site improvements conforming to the contract documents. Drawings and specifications represent finished structure. The contractor shall be responsible for means and methods of construction including shoring and temporary bracing and shall take all necessary measures to insure the safety of all persons and structures near or adjacent to the site. Care shall be taken to protect from any damage all trees and vegetation on the site and on adjoining properties. Any trimming or other alteration done to trees shall be done so only by approval of the Owner.
- The Architect will not be providing the Owner with regular on site contract administration and is available only at request of the Owner. The Contractor is solely responsible for the quality control and construction standards for this project.
- These plans are for general construction purposes only. They are not exhaustively detailed nor fully specified. The drawings were prepared to a level of completion satisfactory for building permit purposes and for construction by a knowledgeable and experienced contractor. The Contractor is responsible for preparation of any supplemental details, product specifications, coordination and installation of all materials and equipment.
- Mechanical, electrical, and plumbing systems are shown for intent only. These systems shall be designed by the Contractor. The Contractor shall be responsible for all necessary permits, drawings, calculations, and California Energy Code.
- These drawings and specifications are divided into sections for convenience only. Contractors, subcontractors and materials suppliers shall refer to all relevant sections in bidding and performing their work and shall be responsible for all aspects of the work regardless of where the information occurs in the drawings.
- Clean-Up: The Contractor will remove all debris from the building site and in general keep the work an dear of rubbish as possible during the course of the work. Before filing the Notice of Completion, the building will be fully cleaned, including all glass polished, floors scrubbed and cleaned, and the building shall be suitable for immediate occupancy by Owner.

1.02 Quality Control

- All work shall comply with applicable requirements of all governing codes, regulations and ordinances. These shall include the latest adopted editions of: The California Building Code (CBC), California Residential Code (CRC), California Electric Code (CEC), California Plumbing Codes (CPC), California Mechanical Code (CMC), California Energy Code (CENC), California Green Building Standards Code (CAL Green), OSHA regulations, and all other health and safety codes. ordinances and requirements adopted by governing agencies. In the case of conflicts between these regulations and the contract documents, the most restrictive shall apply.
- The Contractor shall verify, at the site, all conditions affecting work and shall review the contract documents for any areas of question affecting cost, construction and warranty and any drawing dimensional or note conflict, discrepancy, illegibility or omission. All areas of question shall be brought to the attention of the Architect in writing before commencing any work and/or submitting any bid. Commencement of any work shall constitute acceptance by the Contractor of all conditions affecting work.
- Workmanship throughout shall be of the highest quality of each trade involved.
- The Contractor, before commencing work, shall notify the Owner in writing of any work that cannot be fully guaranteed or executed within the intent of the drawings prior to the bid submittal.
- All construction shall be in strict conformance with manufacturers' latest written specifications. All discrepancies between these specifications and the contract documents prepared by the Architect shall be brought to the attention of the Architect before commencing work.
- Reference to product manufacturer or trade names are for minimum performance standards only. Submittal equals may be allowed upon approval by the Owner, confirm all products with Owner prior to purchasing.
- Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition. Use materials for cutting and patching that are identical to existing materials.
- Do not cut and patch structural work in a manner that would result in a reduction of load carrying capacity or load-deflection ratio. Submit proposal and obtain Architect's and Engineer's approval before proceeding with cut and patch of structural work.
- Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work and the requirements specified. Approval by a building official does not mean approval or failure to comply with the contract documents. Inspections and testing shall be performed at the request of the Owner, the Architect and/or governing agencies and as set forth in these documents. Quality control services are the Contractor's responsibility, including those specified to be performed by an independent agency and not by the contractor. The Contractor shall employ and pay any independent agency, testing laboratory or other qualified firm to perform quality control services specified. Where results of inspections or tests do not indicate compliance with the contract documents, the Contractor shall be responsible for any repair, replacement, correction and re-test that is required.
- All dimensions shall take precedence over scale shown on the plans, sections, and details. Dimensions are to face of studs, face of foundation, face of concrete block, top of sheathing, top of slab, or center of openings. U.O.N. Do not scale drawings. Contractor shall verify all dimensions and review any conflicts or discrepancies with the Architect prior to commencement of work.

DIVISION 02 - SITEWORK

2.01 Soils Report:

- All work shall be in conformance with the Soils, Compaction and Geological Report.
- The Contractor shall have the Soils Engineer review and approve in writing to the Building Official and Architect that the foundation and site design are in conformance with the Soils Report prior to commencement of work.
- The Contractor shall be solely responsible for compliance with all recommendations of the Soils Report.
- Prior to the contractor requesting a foundation inspection by the building department, the Soils Engineer shall advise the Building Official and Architect in writing that:
  a. Site grading, subgrade preparation, cutting slopes, excavation, placement of engineered fill material and compaction is in accordance with the Soils Report.
  b. The utility trenches have been properly backfilled and compacted.
  c. The foundation excavations, forming, footing and pier depths, and reinforcement comply with the soils report and approved plans.

2.02 General Requirements

- The site plan is not a survey. It is based on site information provided by the Owner and is for building and site work layout only. The Contractor shall verify on site all grades, soil conditions, ground water, existing improvements, property lines, easements, setbacks, utilities and substructures. Where discrepancies with the drawings occur, contact Architect.
- Grade surface of fill under concrete slabs shall be smooth and even, free of voids, compacted as specified and to required elevation.
- At mixed foundations, pad grade under building shall have positive slope to a perforated drain set in gravel trench. Extend pipe to all portions of under floor area. The drain shall discharge into the street or approved drainage facility.
- Unless otherwise detailed or noted, a perforated drain set in a gravel trench shall be installed around the entire perimeter of the foundation. The drain shall discharge into the street or approved drainage facility. Use only rigid pipe, flexible pipe will not be allowed.
- It shall be the responsibility of the Contractor to take proper erosion control measures. The Contractor shall be responsible for proper surface and subsurface drainage of the site. Slope all finish grading away from buildings, walks, drives or decks and provide catch basins where required.
- Finish grades shall be held down in planting areas, The Contractor shall provide and install a 6" minimum thickness of clean select top soils in these areas.
- Rough grading for slabs-on-grade shall be within 2/10th of one foot, plus or minus.
- Site grading shall be within 5/10th of one foot, plus or minus.
- All roof drainage shall be piped in a closed pipe system to street or approved drainage facility (U.O.N.).
- Builder shall provide landscape development guidelines to Buyer that shall include information on site maintenance and development and state such items as "irrigation system shall be designed to prevent saturation of soil adjacent to building".
- All utilities unless indicated otherwise shall be installed under ground, The Contractor shall be responsible to insure that all trenching within building area shall be backfilled and compacted with structural soils material free of any rocks or other sharp objects which may damage underground utilities.
- Underground piping shall be laid to a minimum 24" depth below finished grade. When utilities are placed in a common trench, all utilities shall maintain separations and coverage both vertically and horizontally, as required by applicable codes.

DIVISION 03 - CONCRETE

3.01 Quality Control

- In addition to complying with all pertinent codes and regulations, comply with all applicable provisions of the latest editions of:
  a. ACI 301 "Specifications for Structural Concrete for Buildings"
  b. ACI 318 "Building Code Requirements for Reinforced Concrete"
  c. CRSI "Manual of Standard Practice"
  d. See Structural Engineer's drawings for additional requirements.

3.02 General Requirements

- Provide underfloor vents as per CRC R406.1. Add two 6 x 14 vents to garage. All first floor double framed areas shall be vented.
- Provide expansion and control joints in all exterior concrete slabs. Spacing of joints shall be per industry standard (U.O.N.). Verify joint layout with Architect.
- Refer to architectural, structural, mechanical, plumbing and electrical drawings for all reveals, grooves and ornamental clips. location of grooves, inserts, etc. to be cast in concrete and for extent of depressions, curbs and ramps.
- Finishes:
  a. All interior slabs shall receive trowel smooth finish (U.O.N.).
  b. All driveways, sidewalks, and stairs shall receive broom-smooth finish (U.O.N).
  c. Garage slabs and other interior slabs that will remain unfinished shall be treated with Lipidglith Hardner by Sonneborn, or equal.

DIVISION 04 - MASONRY

4.01 Quality Control

- Precast architectural concrete columns and trims: Concrete Designs Inc. (CDI) U.O.N.
- Grout for precast concrete: ASTM A118.6, Latex Portland Cement, color to match precast concrete.
- Epoxy Grout: ANSI A118.6 and A118.3, A.82

4.02 General Requirements

- Brick:
  Mortar joints shall be "raked" (U.O.N.). Raked joints shall be not more than 3/8" deep, and where exposed to weather, shall be tooled. Brick joints shall be concaved where subject to freezing.
  Bond shall be match existing.

DIVISION 05 - METALS

5.01 General Requirements

- All bolt heads and nuts that bear on wood shall have malleable iron washers if exposed or cut washers if concealed.
- Exposed welds shall be ground smooth.
- Shop paint structural steel work, except those members or portions of members to be embedded in concrete or mortar. Paint the initial 2" of embedded areas only. Do not paint surfaces which are to be welded or high strength bolted with friction type connections. After installation is completed, all welded and other abraded areas shall be touched up. On surfaces inaccessible after assembly or erection, apply two (2) coats of the specified primer.
- All exterior steel, exposed, concealed or embedded, or where called for on the Drawings, shall be thoroughly zinc-coat galvanized after fabrication by the hot-dipped method. Touch- up field welds with similar galvanizing product.
- Dissimilar Materials in contact with each other shall be protected to prevent galvanic or corrosive action. Use vinyl pressure tape, polyisobutylene tape, or similar product.
- All metals in contact with pressure treated wood shall be hot dipped galvanized, see Simpson Strong-Tie for recommended finishes for their connectors. Also see structural engineering specifications for further information.

DIVISION 06 - WOOD AND PLASTICS

6.01 Quality Control

- Materials shall meet or exceed the following standards:
  Lumber:
  Structural lumber and their wood fasteners shall conform with relevant chapters of the CRC.
  All wood in contact with concrete or masonry or located within 8" of finish grade shall be pressure treated Douglas or Hem Fir with an approved preservative.
  All timbers 6 x 8 and larger exposed to view shall be Western Red Cedar free of heart center (FOHC), with moisture content of 22% maximum.
  Max. deflection (DL + LL) shall be Floor with Tile = L/720

6.02 General Framing Requirements:

- Blocking:
  Block floor joists at all supports, line up double joists under all walls parallel to floor joists and space double joists under plumbing walls.
  Provide solid full width blocking or post below all structural posts - continuous to foundation.
  Provide blocking and nailers for all finishes and fixtures as required.
  Provide blocking in walls at ceiling lines.
  Corbles, knee braces, etc, shall be construction select materials. 6. At double framed floors "sleepers" shall be perpendicular to framing below.

6.03 Attic Ventilation Requirements:

- Provide attic and soffit ventilation as per CRC R806 . Vent all double framed areas. See Roof Plan for calculations

6.04 Finish Carpentry:

- All millwork and case work shall be in accordance with AWI/AWMAC "Architectural Wood Standards" custom or premium grade standards, latest edition.
- All cabinets and millwork shall be selected by the owner.
- Provide 30" clear above kitchen range to unprotected underside of upper cabinetry or 24" clear to metal hood as per CMC Section 916.1 & 916.2.
- Plastic laminates and solid surfacing products shall meet or exceed ANSI/NEMA standards LD3.
- Install and anchor all cabinetry to preclude movement, overturning, or distortion to other materials or finishes. Install level and plumb. Comply with manufacturer's instructions for support of supplied units.
- Install all trim in as long of lengths as possible. All splices in finish members shall be bevel splices. Where joints within a piece are required they shall be as unapparent as possible.

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

7.01 Quality Control

Materials shall meet or exceed the following standards:

- Insulation:
  a. Insulation shall be installed per the California Energy Code requirements.
  b. Thermal Batt/Blanket Insulation: Mineral Fiber Blanket complying with ASTM C665, Type I (blankets without membrane facing).
  c. Thermal Insulation Mineral wool blanket insulation glass fiber loose-fill complying with ASTM C764 Type I (for preumatic) or Type II (for poured in attic.
  d. Sound Insulation: Unfaced mineral fiber blanket batt insulation complying with ASTM C665, Type I, minimum thickness equal to stud depth to entirely fill the void space, nominal 6.70 to 2.50-pcf density.
  e. All plumbing walls adjacent to interior living spaces shall be sound insulated with fiberglass batts.

- Asphalt Shingle Roofing
  a. All work shall comply with the NCRA "Roofing and Waterproofing Manual" and
  b. Asphalt shingles shall be applied according to manufacturers specifications.
  c. The minimum performance standard for asphalt shingles shall be Elk Premium Roofing - Prestique Two or equal as approved by Owner and bear a UL Class A fire proof rating. Trim units shall include manufacturer's standard ridge and hip pieces. Color as selected by Owner (U.O.N.). Minimum pitch as per manufacturer's recommendations.
  d. For asphalt shingle underlayment shall be 15 lb. felt, 2 layers at pitch less than 4:12
  e. Roofing nails shall be aluminum or hot dip galvanized 11 or 12 GA shank, pointed conventional roofing nails with barbed shanks, min. 3/8" dia. head and or sufficient length to penetrate min. 3/4" into solid decking or to penetrate through plywood sheathing (U.O.N.).
  f. The roofing contractor shall supply to the Owner a written guarantee to repair without cost to the Owner, any leaks due to faulty materials or workmanship, which develop within 1 year from the date of acceptance by Owner of completed building. During this time period, any repair work required because of Act of God, abuse, alterations, or failure to the substrate and/or supporting structure (other than that caused by defects in the roofing work) shall be completed by the contractor and paid for by the Owner, promptly after completion of the required repair work in each instance. The roofing contractor shall furnish the manufacturer's standard limited material warranty for a minimum of 10 years from the date of completion of the roof.

- Flashing
  a. All work shall comply with the SMACNA "Architectural Sheet Metal Manual".
  b. All metal flashing to conform to ASTM A653, commercial grade (zinc coated G90).
  c. All metal flashing shall be 26 gauge for work less than 8" wide. 20 gauge for work over 8" wide or as indicated on the drawings. Use 20 gauge minimum for clips.
  d. Sheet metal flashing shall be installed at all locations where different material intersect such as roof to wall, roof to roof, deck/balcony/landing to wall, penetrations into walls, chimneys and as detailed. Flash and counterflash as required to make watertight.
  e. The center of all flashing for all through vents and all electrical service connections, shall not be less than 16" from center of any valley. See manufacturer's printed installation instructions recommendations for roofing tile.

- Sheathing Paper
  a. Provide sheathing paper under exterior metal lath and plaster, under wood siding, under masonry veneer, under metal flashings and where indicated or detailed.
  b. Use Fortifiber 2-ply 60-minute Super Jumbo Tex or approved equal.
  c. Lapping: Horizontal Joints: Lap paper as detailed and not less than 3 inches; Wall Corners: Wrap paper to overlap not less than 12 inches each side of corner; Vertical Joints: Lap paper not less than 6 inches.
  d. Lap paper over head flashings and base screeds, roof and waterproof membranes, and under all flashings. Treat penetrations and other details as necessary for adequate weather protection.
  e. Wall openings: Individually flash all exterior openings for fixtures such as windows, doors and vents as detailed to make them water tight.

- Flexible Flashings
  a. Fortifiber system.
  b. Moistop E-Z seal adhesive flashing for dampproofing at all exterior door window heads and jambs.
  c. Fortiflash 40 mil waterproof flashing for waterproofing at all horizontal plaster surfaces, horizontal penetrations, and windowsills.
  d. Moistop sealant for sealing around windows.

- Caulking and Sealants/Locations:
  a. Sealant Locations: Locations such as ceramic tile, plumbing fixtures, and other where mildew resistant sealant is required. Location where high degree of movement is anticipated. Joints and cracks around windows, thresholds, door frames, wall penetrations, connections and other joints necessary to seal off building from outside air and moisture. Between exterior wall side plate and slab on grade. All joints necessary to make the building watertight and to prevent the passage of dirt, dust, sand, ice or water. At interior insulated sound walls. Fire stopping at penetrations of fire rated assemblies.
  b. Minimum product standards for sealants shall be as follows:
  Exterior Window and Door Frames and Masonry to Cement Plaster: Sonolastic NP2, by Sonneborn or equal. Color to match wall surface.
  Interior Sound Walls at Sill: Tremco Acoustical Sealant or equal.
  Wood Sole Plate to Concrete, Window Sills and Door thresholds: Dow Corning 790 Silicone Building Sealant or equal. Color: Natural Stone.
  Painted Exterior Windows Frames to Metal Frames or Flashing: Dow Corning 999A Glazing Sealant or equal. Color: Clear.
  Caulking for Joints in Floor Slabs on Grade: PRC Rubber Caulk 230, two-part self-leveling polyurethane, Shore A hardness 35.
  Joint Fillers: Closed cell inert polyurethane or polyethylene as recommended by caulking manufacturer. Width or diameter of preformed backing material to be 1-1/4 to 1-1/2 times the width of the joint to be sealed. Fire stopping at penetrations of fire rated assemblies: 3M Fire Protection Products CP 25WB Caulk (U.O.N.), see details.
  c. Caulking and sealants shall be installed per manufacturer's written specifications. Consult manufacturer when sealant cannot be applied within recommended temperature ranges. All exposed caulking shall be free of wrinkles, sags, air pockets, ridges and embedded impurities. After joints are completely filled, they shall be tooled to a slight, neat concave joint.
  d. Sealants shall be compatible with all materials they are in contact with.

DIVISION 08 - DOORS AND WINDOWS

8.01 Quality Control

Material shall meet or exceed the following standards:

- Wood Doors:
  a. Doors shall meet or exceed the standards of the AWI/AWMAC "Architectural Wood Standards", Section 9, Custom Grade (U.O.N.).
  b. Wood doors shall be 1-3/4" thick solid core at exterior doors and where noted at selected interior doors, and 1-3/8" thick doors at remaining locations,
- Stile & Rail Wood Doors:
  a. Masonite International Corporation, molded panel series, or equal
  b. Factory fit doors to suit frame-opening sizes indicated,
  c. Factory machine doors for hardware that is not surface applied, Locate hardware to comply with DHI-WDHS-3,
  d. Comply with final hardware schedules, door frame Shop Drawings, DHI A115-W Series standards, and hardware templates,
  e. Doors for Opaque Finish: Apply one coat of wood primer specified in Division 09 "Painting" to faces and edges of doors,
- Fiberglass Doors & Frames
  a. Performance Requirements:
  1. Door opening assemblies:
  Minimum flame spread 25 in accordance with ASTM E84, self-extinguishing in accordance with ASTM D635,
  Fire rated assemblies: Comply with requirements of UL10B, NFPA252, and ASTM E152; UL ratings indicated on drawings with doors and frames bearing rating labels.
  b. Therma-Tru Corporation; Fiber-Classic Door System; or equal,
  c. Door Faces: 1/16 inch minimum thickness, fiberglass-reinforced thermoset composite, wood-grained in natural northern red oak patterns, stainable and paintable,
  d. Door Edges: Mechinable kiln-dried pine, primed to match color of faces; lock edge reinforced with engineered lumber core, lockset area reinforced with solid blocking for hardware backup,
  e. Door Bottom Edge: Moisture-proof and decay-proof composite,
  f. Core: Foamed-in-place polyurethane, CFC-free, density 2.9 pcf minimum, R-factor of 9.14 for minimum thermal transmittance, Standard factory sizes may be edge-trimmed or end-trimmed in shop or field to suit replacement door size requirements,
  g. Weatherstripping: Jacketed thermoset closed-cell foam, press-fit in kerfs at jamb stops in frames, Extruded thermoplastic elastomer, finned and chambered design, press-fit into bottom edge of doors, Corner pads at bottom margin corners from jacketed thermoset closed-cell foam,
  h. Hinges & Strikes: Steel, zinc-plated, brass or chrome finish, Screws plated and finished to match hardware, Minimum hinge size 4 x 4 x .068 inches, Strikes are proprietary adjustable type, permitting in-out adjustment of door in frame, up to 3/16 inch, Confirm with Owner prior to purchasing
  i. Frames: Milled from 5/8 lb-steel pipe, profiled with ½ inch stop,
- Fire Ratings:
  a. Frame assemblies and fire rated doors shall carry equal rating, Fire rated doors and frames indicated shall carry Underwriters Laboratory Label for exposures indicated, Construct and install assemblies to comply with NFPA Standard No. 80, Hardware shall include smoke gasketing and self closures and be UL listed,
- Doors, General Requirements
  a. Accessible under-floor areas shall be provided with a minimum 18-inch by 22-inch opening unobstructed by pipes, ducts, and similar construction per CRC R408.4,
  b. Provide attic access opening (22" x 30" min.) readily accessible with a 30" min. clear head room above access in all attic spaces with a minimum vertical height of 30" per CRC R807 . See CMC 904.11.1 for FAU's in attics,
  c. Doors between conditioned and unconditioned spaces shall be fully weatherstripped,
  d. All hardware shall be located per industry recognized standards and shall comply with applicable fire and building code requirements,
  e. Door stops shall be furnished wherever an open door or any item of hardware thereon strikes a wall, column, or part of the building construction,
  f. All swinging doors shall be accurately hung to fit snug against all stops and shall hang free from hinge bind,
- Metal and Vinyl Windows and Sliding Glass Doors
  a. Metal and vinyl units shall meet or exceed ANSI/AAMA 101 specifications,
  b. All units shall have a nail on flange (U.O.N.),
  c. Frame color as selected by Owner,
  d. The minimum performance standard shall be Milgard.
- Wood and Clad Windows and Doors
  a. Wood and clad units shall meet or exceed the following AAMA / WDMA / CSA 101 / I.S.2 / A440,
  b. Frame color as selected by Owner,
  c. The minimum performance standard shall be "Anderson."
- Glazing and Windows, General Requirements:
  a. Provide tempered glass where required by the C.R.C. in all hazardous areas such as sliding glass doors, French doors, glass panels adjacent to doors and walking surfaces, glass panels in tub and shower enclosures, etc.
  b. Provide screens at all openable sash,
  c. All escape or rescue windows shall have a minimum net clear openable area of 5.7 square feet, The minimum net clear openable height dimension shall be 24 inches, The minimum net clear openable width dimension shall be 20 inches when windows are provided as a means of escape or rescue they shall have a finished sill height not more than 44 inches above the floor.
  d. U-values shall be determined in accordance to NFRC 100,
  e. Air infiltration shall meet the air infiltration requirements of the CEC.
  f. Water infiltration shall be tested in accordance with ASTM E 331,
  g. Window system manufacturer shall certify that its system can structurally perform to the following criteria for the local project wind conditions:
  Maximum deflection of 1/175 of the span
  Allowable stress with safety factor of 1.65,
  h. Test reports certified by an independent test laboratory must be made available upon request,
  i. Mirrors shall be float glazing select silvering quality, electrically deposited copper- backed mirror glass, Joint locations to be approved by Architect prior to commencement of work,
  j. All windows and doors shall be certified and labeled in accordance with California Energy Commission requirements and the National Fenestration Rating Council and comply with the California Energy Code compliance documentation,

BACKYARD REMODEL

1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

REVISIONS

PUD MODIFICATION 11.17.2025

Architectural Specifications

JOB NO. 25.519	**SHEET**
DRAWN TN	
CHECK	**T2**
DATE 06.06.2025	

DIVISION 09 - FINISHES

09.01 Quality Control

Materials shall meet or exceed the following standards:

- Stucco - 1 coat system
  a. 17 polystyrene system shall be Le-Habre-Wall (ICC-ES ER-4226) or approved equal.
- Stucco - 3 coat system
  a. Application shall be in compliance with applicable sections of ANSI A42.3 "Portland Cement and Portland Cement-Lime Plastering, Exterior (Stucco) and Interior" and ANSI A42.1 "Lathing and Furring for Portland Cement and Portland Cement-Lime Plastering, Exterior (Stucco) and Interior.
  b. In addition, materials shall meet or exceed the following:
     Portland cement: ASTM C 150, Type I, natural color.
     Special finishing hydrated lime: ASTM C 206, Type S. Aggregates: ASTM C 144, all sand to pass No. 8 sieve.
     Cement Plaster Finish Coat: A packaged blend of Portland cement (ASTM C 150), hydrated lime (ASTM C 206), and properly graded quality 20 mesh aggregate, with integral color and paint finish.
     Mixes: Job-mixed cement plaster mix; Bondcrete or Mortaseal/Mason's Lime with Portland Cement and Sand in accordance with ANSI A42.2, Type L.
     Proportions:
     Scratch Coat: 1 bag Portland cement, 3/4 to 1 bag lime to 6 cu. ft. sand.
     Brown Coat: 1 bag Portland cement, 1 bag lime, 6 to 7 cu. ft. sand.
     Finish Coat: 1 bag Portland cement, 2 bags lime, 7 to 10 cu. ft. sand. See drawings for location of cement plaster finish coat.
     Maximum Slump: 2-1/2 in, using Slump test ASTM C143, modified slump cone 2 in, x 4 in, x 6 in.
     Wall Metal Lath: At vertical surface: No. 17 gauge galvanized stucco netting meeting Federal specification QQ-L-101 with two horizontal No. 19 gauge galvanized wires at 6 inches O.C, over two layers of Grade 'D' paper (60 min.). See Division 07.
     Lath at horizontal soffit: Galvanized mesh, 3.4 lb/sq. yd. over 1 layer of Grade 'D' paper (60 min.).
     Staples: 14 gauge wire staples, divergent points, 3/4 inch crown, 1in. legs.
     Nails (if soffit supported by wood framing): 1 3/4 inch 11 gauge, 3/8" head; 3/4" washer.
     Stucco accessories shall meet or exceed the criteria of ASTM C1063
- Cement Plaster, General
  a. Finish texture and color shall be as approved by Owner.
  b. Climate conditions: Air temperature must be 40°F. minimum and rising when applying cement plaster or exterior finish coat. Air temperature must remain above 40°F. for a minimum of 24 hours. Consult National Weather Service before beginning work. Protect cement plaster and exterior finish coat from uneven and excessive evaporation during hot, dry weather.
  c. Allowable Tolerances: Maximum deviation from true plan 1/8 inch in 10 feet as measured by straight edge placed at any location on surface.
  d. Field Sample: A sample panel shall be prepared approximately 2 feet by 2 feet. This sample panel will be a separate part of the project. Installation shall not proceed until the sample panel is accepted by the Architect and Owner. The sample shall show color, texture, and workmanship of finished work. The sample panel shall remain on the project for comparison purposes with the actual work.
  e. Other materials where applicable:
     Polystyrene Board and Architectural Moldings: ASTM C-578 Type 1. Nominal 1 lb/c.f. cured expanded polystyrene. Flame spread and smoke development equal to or less than 24 and 450 respectively per ASTM E-84/UL listed. Insulation board shall carry the seal of the RADCO testing agency.
     Fabric: A balanced, open weave, glass fiber fabric, complying with ASTM D1682, standard mesh, as recommended for wrapping polystyrene board and moldings.
     Primer/Adhesive Mixture: A field-mixed blend of standard polymer-based primer adhesive and Portland cement. For use as a primer and bonder over cement plaster brown coat and for use as an adhesive for fabric and polystyrene board and moldings.
     Acrylic Resin Bonding Agent: Bonsel Tammsway, or approved equal. For use on concrete or masonry before application of cement plaster.
     Add Mixtures: No add mixtures or plastic cements will be allowed without approval of the Architect.
     Synthetic Exterior Finish Coating: A 100% pure acrylic resin based, textured, factory-mixed coating having integral color, for exterior use. Minimum standards shall be One-W Systems Inc., or approved equal.
  f. Curing: Wet base as necessary before application with fine fog spray to produce uniform moist condition.
     When required, apply bond coat to concrete base and moist cure for minimum of 24 hours before applying first coat of cement plaster.
     Do not apply brown coat sooner than 48 hours after application of scratch coat.
     Do not apply cement plaster finish coat sooner than 14 days after application of brown coat.
     Inspect and repair base coats before application of finish coat.
     Cure base coats minimum of 48 hours after application.
     Maintain moist conditions by fine fog spray.
     Cure finish coat for minimum of 7 days.
- Siding
  a. Fiber-Cement Siding & Soffit: Siding & soffit made from fiber-cement board that does not contain asbestos fibers; complies with ASTM C1186, Type A, Grade R; is classified as noncombustible when tested according to ASTM E136; it has a flame-spread index of 25 or less when tested according to ASTM E84.
  b. The minimum performance standard for Fiber-Cement Siding shall be CertainTeed Corp.
     Simulated Shingle and Lap Siding: Product as specified in the drawings; *Exposure as per Manufacturer's recommendation*; Finish Factory Sealed.
     Soffit: Cedar texture, 18" wide x 12' long; Finish shall be Factory Sealed.
  c. Siding Accessories: Provide starter strips, edge trim, corner cap, & other items as recommended by siding manufacturer for bldg. configuration.
  d. Nails: Length as required to penetrate minimum 1-¼ inch (32 mm) into solid backing; hot-dipped galvanized or stainless steel.
  e. Install in accordance with manufacturer's instructions & drawing details.
     Panel warranty & comply with all terms necessary to maintain warranty coverage.
     Use trim details indicated on drawings.
     Touch up all field cut edges before installing.
     Pre-drill nail holes, if necessary, to prevent breakage.
  f. Siding Installation:
     Starting: Install a minimum ¼ inch thick lath starter strip @ the bottom course of the wall. Apply planks horizontally with minimum 5-¼ inch wide laps @ the top. The bottom edge of the first plank overlaps the starter strip.
     Allow minimum 1-inch vertical clearance between roofing & bottom edge of siding.
     Align vertical joints of the planks over framing members.
     Maintain clearance between siding & adjacent finished grade.
     Locate splices at least one stud cavity away from window & door openings.
     Allow 1/8" space between both ends of siding panels that butt against trim for thermal movement; seal joint between panel & trim with exterior grade sealant.
     Joints: Avoid joints in lap siding except at corners; where joints are unavoidable stagger joints between successive courses.
     Place fasteners no closer than ¾ inch & no further than 2 inch from side edge of trim board & no closer than 1 inch from end. Fasten maximum 16 inch on centes.
  g. Completion:
     After installation, seal all joints except lap joints of lap siding. Seal around all penetrations. Paint all exposed cut edges.
     Finish Painting: Specified in Division 09, Section "Painting".

- Gypsum Board
  a. Installation and finishing of gypsum wallboard shall comply with GA-216.
  b. Fire-Resistance Ratings: Where gypsum wallboard systems with fire-resistance ratings are indicated.
  c. Allowable Tolerances: Gypsum wallboard surfaces shall have no measurable variation in any 5-foot direction and a maximum variation of 1/4-inch in 10-feet. Shim work as required to comply with specified tolerances.
  d. Fire-Rated Gypsum Wallboard: ASTM C36, Type X, 5/8-inch thick, with tapered and wrapped long edges.
  e. Moisture-Resistant Gypsum Board: ASTM C630, Type X, 5/8-inch thick with tapered and wrapped long edges.
     Provide for exposed and concealed locations at walls of bathrooms, kitchens, and other wet spaces; do not use on ceilings.
  f. Screws: ASTM C954 or ASTM C1002.
  g. Metal Trim: Provide square corner bead and edge trim.
  i. Texturing Material: U.S. Gypsum "USG Spray Texture Finish" or approved equal, machine light "orange peel finish".
  j. Installation of Fasteners:
     Fire-Rated Partitions: Install fasteners in accordance with CRC Table R602.
     Non-Fire-Rated partitions: Install fasteners in accordance with CRC R702.3.5.
     Fire-Rated Ceilings: Install fasteners in accordance with CRC Table 602 and Gypsum Association "Fire-Resistance Design Manual".
     Non-Fire-Rated Ceilings: Install fasteners spaced not more than 12-inches on center for screws.
     Install screws using powered screw guns with adjustable screw-depth control head.
  k. Installation of Accessories: Install corner trim at vertical and horizontal external corners and angles, and edge trim at junctions of wallboard and other materials and at exposed edges.
  l. Taping and Finishing:
     Finish Levels: Unless otherwise scheduled, required finish levels for various areas shall be as follows:
     In attics, utility rooms, and other areas not exposed to view, joints and interior angles shall have tape embedded in joint compound,
     Where water-resistant gypsum backing board is used as a substrate for tile, joints and interior angles shall have tape embedded in joint compound and one separate coat of joint compound applied over joints.
     Joints: Center tape over joint and embed in uniform layer of joint compound of sufficient width and depth to provide firm and complete bond.
     Give dimples at fastener heads and marred spots on surface of wallboard one coat of joint compound and two coats of finishing compound,
     Cut edges and openings around pipes and fixtures shall be caulked flush with sealant as specified in Section 07.
     Install metal corner accessories at external corners. Conceal flanges of metal accessories with a minimum of two coats of compound.
     In the completed installation, wallboard shall have plumb and straight surfaces with no waves or buckles. Joints, fastener heads, and trim flanges shall be invisible after finishing. Surfaces shall be uniformly smooth and ready for painting or other decoration.
  m. Field Sample: A sample panel shall be prepared approximately 2 feet by 2 feet. This sample panel will be a separate part of the project. Installation shall not proceed until the sample panel is accepted by the Architect and owner. The sample shall show color, texture, and workmanship of finished work.

DIVISION 09 - FINISHES cont'd.

- Tile
  a. Material and application shall comply to applicable sections of TCNA "Handbook for Ceramic Tile Installation." and its referenced standards.
  b. Tile shall meet or exceed the following standards:
     1. Quarry and Ceramic Tile: ANSI 137.1
     2. Granite: ASTM C615
     3. Marble: ASTM C503
     4. Slate: ASTM C629
     5. Limestone: ASTM C568
  c. Product Application:
     1. Tile shall be installed in accordance to the latest addition of TCNA "Handbook for Ceramic Tile Installation" 1(U.O.N.).
     2. Floor tile installed over wood framed floors shall be thicker and as per TCNA F141 or thinset over cement backer board per F144 or Dens shield tile backer per TCNA F146.
     3. Ceramic tile and grout shall be selected by the Owner.
     4. Tile in all showers shall extend to +72" height (minimum) (U.O.N.). Tile shall be thicked over 15# felt (U.O.N.).
     5. Provide and install pan liner soap and grab at tubs and showers (U.O.N.).
     6. Shower pans shall be tested with a full head of water for a period of not less than 24 hours, inspected, and repaired before pan is covered with finish materials.
     7. Conform to established pattern and expansion joint locations as approved by the Owner. Expansion joints should be at 12'-0" o.c. maximum and at all wall intersections as per TCNA EJ171. Align expansion joints with slab control joints, or plywood joints and mortar bed expansion or control joints.
     8. Lay out for minimum cutting of tile. Install at external corners, cut at internal corners, center on floor (U.O.N.).
     9. Gauge joints, uniform spacing throughout.
     10. Prohibit traffic on floor not less than 48 hours after setting, not less than 24 hours after grouting, and do not grout earlier than 48 hours after setting tile.
     11. Prohibit work on walls, and on opposite side of wall not less than 24 hours after setting, not less than 24 hours after grouting and do not grout earlier than 24 hours after setting tile.
     12. All tile shall be sealed upon completion with appropriate products, no sooner than 48 hours after grouting.
- Wood Flooring
  a. Installation shall comply with NOFMA "Installing Hardwood Flooring Manual" and "Hardwood Flooring Finishing/Refinishing Manual".
  b. Material shall be in accordance to NOFMA "Grading Rules", unfinished oak shall be "Select" or better (U.O.N.). Prefinished oak shall be "Prime" grade (U.O.N.).
  c. Product Application:
     1. Wood flooring shall be selected by the Owner.
     2. Provide expansion space at walls and other obstructions and terminations of flooring, not less than 1/2" unless otherwise shown on drawings. Unless fully concealed by trim, fill expansion space with flush cork expansion strip, filled shoe molding or other trim to baseboard, rather than to flooring.
     3. Matching wood transition strips shall be provided at the junction of wood flooring with adjacent materials. The transition strips shall be provided by the flooring manufacturer and shall provide a smooth transition from one material to another.
- Resilient Flooring
  a. Materials shall meet or exceed the following:
     1. Vinyl sheet: FS L-F-475A, Type III, Grade A
     2. Vinyl tile: FS SS-T-312B, Type IV, Comp 1
     3. Rubber tile: FS SS-T-312B, Type III
     4. Vinyl Wall Base: FS SS-W-40, Type II
     5. Rubber Wall Base: FS SS-W-40, Type I
  b. Product Application:
     1. Resilient flooring shall be as selected by the Owner.
     2. Install in strict accordance with manufacturer's written instructions.
     3. Provide particle board underlayment for all resilient flooring unless installed directly over concrete slabs.
     4. Lay sheet flooring with minimum number of seams. Avoid cross seams.
     5. Sheet flooring in bathrooms and kitchens shall have 4" cull base base with metal cap (U.O.N.).
     6. Install 4" vinyl or rubber wall base at other wall floor areas (U.O.N.).
- Carpeting
  a. Product application
     1. Carpeting shall be selected by the Owner.
     2. Install in strict accordance with manufacturer's written instructions and CRI 105 standard for installation of residential carpet.
     3. Lay out carpeting with minimum number of seams. Seams shall be perpendicular to traffic. Four feet minimum strip width; no more than one each side of room. Straight cut corners at doorways. No seams in main hall. Pile in same direction throughout.
     4. Finish installation of carpet shall be free from "tacks", scraps, carpet pulls, scallops, and puckers.
     5. Provide matching edge guard.
- Painting
  a. Application systems and materials shall comply to the P.C.U.A. "Architectural Specifications Manual."
  b. Painting shall be required, but not limited to the following (U.O.N.):
     1. All exposed metal. This includes flashing, scuppers, gutters, downspouts, louvers, gates, railings, etc. Sheet metal roof valleys, roof flashings and valleys shall be painted to match roofing material.
     2. All exposed exterior wood shall be painted and back primed.
     3. All exposed exposed concrete shall be painted.
     4. All doors and frames shall be painted, after being hung and fitted, doors shall be painted on all six sides.
     5. All gypsum board shall be painted except in garage or mechanical closets.
     6. All gypsum board receiving wall covering shall be primed.
     7. All exposed interior wood shall be painted, including casework where indicated.
  c. Surfaces not to be painted shall include the following (U.O.N.):
     1. Pre-finished materials such as acoustic ceiling board, tabled and porcelain enamel, plated metals, laminated plastics, vinyls, etc.
     2. Stainless steel, bronze, and aluminum.
     3. Do not paint any moving parts or operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts.
     4. Do not paint over any code-required labels, such as Underwriters Laboratories and Factory Mutual or any equipment identification, performance rating, name, or nameplates/plates. Neatly mask all such items, and remove masking at completion of painting.
  d. Unless otherwise scheduled, the Owner shall select paint colors.
  e. Paint all metal registers and grills to match adjacent surfaces (U.O.N.).
  f. Paint all gutters to match fascia and paint all downspouts and vents to match adjacent surfaces (U.O.N.).
  g. Kitchen and bathrooms shall receive semi-gloss enamel paint (U.O.N.).

DIVISION 10 - SPECIALTIES This Section not used.

DIVISION 11 - EQUIPMENT

11.01 Quality Control

- All appliances will be selected by the Owner. All appliances shall be Energy Star rated.
- Gas fired appliance shall be equipped with intermittent type ignition devices (except tank type water heaters).
- Provide recessed connections in wall for water and waste of clothes washer space and water shut off for refrigerator icemaker. If washer is located on a second floor or above, provide a Q.S.M. pan under washer with drain to outside. Washer standpipe shall extend between 18 and 30 inches above its trap. The trap shall be between 6 and 10 inches above the floor (CPC Section 804).
- Clothes dryer exhaust duct will be limited to 14' maximum length including 2, 90° elbows and 4" minimum diameter CMC 504).
- Kitchen hood and clothes dryer ducts shall be of metal and have a smooth interior surface, Kitchen hood ducts for downdraft grill-range may be Schedule 40 PVC when installed below concrete slab floors (CMC 504.2). Dryer duct may have six feet (maximum) of approved flexible duct (CMC 504.3).
- Rooms containing bath tubs, showers, spas and similar bathing fixtures shall be mechanically ventilated in accordance with the CMC (CRC R303)
  Environmental air ducts (vent fans, range hoods, dryers, etc.) shall not terminate less than 3 feet from property line, or 3 feet from opening into the building (CMC 504.5).
- Dishwasher shall be connected to a drainage system or food waste disposer with the use of an approved dishwasher air gap fitting (CPC Section 807.4).

DIVISION 12 - FURNISHINGS This Section not used.

DIVISION 13 - SPECIAL CONSTRUCTION This Section not used.

DIVISION 14 - CONVEYING SYSTEMS This Section not used.

DIVISION 15 - MECHANICAL

15.01 General Requirements

- Mechanical and plumbing systems shown on architectural drawings are shown for location intent only. These systems shall be engineered by others. The contractor shall be responsible for proper installation, placement, and performance.
- Fire sprinkler system when required shall be "design-build" and are not a part of the architectural documents. Layout of sprinkler heads shall be submitted to the Architect for revision. Fire sprinkler plans and calculations shall be submitted to the Building Department for review and approval prior to installation. Automatic fire sprinkler system shall be designed and installed in accordance with NFPA 13D or CRC R313.3 as a minimum.
- Anchor or strap water heater and HVAC units to structure to resist earthquake motion (CPC Section 507.2 and CMC Section 308.5).
- Water heater and HVAC units shall be accessible for inspection, service, repair, and placement without removing permanent construction (CMC Section 304.1)
- Furnaces and water heaters may be installed in or be accessible through rooms designed as bedrooms, bathrooms or wardrobe closets if installed per CMC 804.1(1) and CPC 505.1.
- Water heating and HVAC units installed in garages where they may be subjected to damage shall be suitably guarded against such damage by being installed behind protective barriers or by being elevated or located out of the normal path of vehicles. Such equipment when located in a garage shall be installed so that the pilots or burners are at least 18" above the floor level (CMC Section 304.1 & CPC 508.14).
- Warm-air furnaces installed in attics or furred spaces shall be installed as per CMC Section 904.10 and include the following:
  a. A minimum 22 inch by 30 inch access but large enough to accommodate the removal of the largest component of FAU (maximum 20 feet from furnace unless passageway height is over 6 feet).
  b. Continuous solid flooring not less than 24 inches wide from access to furnace.
  c. A level working platform minimum 30 inches in depth along entire firebox side of furnace.
  d. A permanent 110V electrical outlet and lighting fixture (controlled by switch located at required access) at or near furnace.
  e. FAU shall be listed for installation in attics and on combustible flooring - clearances shall be as specified in the listing and as per CMC Section 303.
  f. Provide G.S.M. pan and drain below FAU with cooling coil at attic installed furnaces.
  g. Provide combustion air to HVAC units as per CMC section 701, and to water heaters as per CPC Sec. 506.
  h. Installation of HVAC and plumbing systems shall insure properly balanced and quiet operation.
  i. Vibration isolation of mechanical equipment shall be incorporated into the installation.
  j. Provide makeup air per CMC 701.3
  k. All work shall comply with the California Energy Code.

15.02 Heating, Ventilation and Air Condition (HVAC)

- All work shall comply to the applicable standards of the ASHRAE handbooks and the SMACNA standards.
- All ducts penetrating R-3/U occupancy separations shall be minimum 26 gauge galvanized sheet steel on garage side (CRC R302.5.2)
- An equipment pad shall be provided for grade mounted condensers.

15.03 Plumbing

- American Standard Inc. plumbing products shall be the minimum performance product standard for plumbing fixtures. The Owner will select all plumbing fixtures. Water closets shall be 1.28 gallon/flush maximum (U.O.N.). Shower heads shall be 2 gallons per minute (GPM) maximum flow rate (U.O.N.), and faucets shall be 1.5 GPM, @ 60 psi.
- Waste and Vent System: All soil, waste and vent piping shall be approved ABS per local code (U.O.N.). All soil pipes penetrating or within rated fire walls shall be cast iron. All sewer pipes under driveway shall be cast iron. Provide minimum of 1/4" per foot slope for horizontal drainage pipe. (CPC Section 718). Cleanouts shall be installed as per CPC Section 719. Cleanout locations shall be located in least visible areas. All plumbing vents shall be combined into a minimum amount of roof penetrations. All roof penetrations shall occur to the rear of the main ridge.
- Domestic Water Piping System: Water service main piping shall be one inch minimum or larger as per load and pressure requirements. Provide shut-off valve at foundation wall. Hot and cold water supply shall be copper. No water supply will be allowed under concrete building slab. All runs shall be made so that branch connections occur at fixture locations where fittings can be installed. System shall be as free as possible from fittings and sharp turns. Provide hose bibbs as per drawings with tee fittings above ground for future sprinklers installation at front and rear of house (U.O.N.). Provide a manufactureable backflow preventer or vacuum breaker at all hose bibbs (CPC Section 603).
- Water Heating System: Water heater shall be size and type as specified in the California Energy Code. Water heater shall have R-12 insulation blanket (U.O.N.). Insulate the first 5 feet of the hot and cold water pipes with R-4 insulation. If water heater is located on a second floor or above, provide a Q.S.D., pan under water heater with drain to outside. Water heaters shall be provided with a pressure relief valve as per CPC Section 505.2.
- Domestic Gas Service: All gas piping shall be new and shall be black steel or galvanized (U.O.N.). No gas piping shall be installed in or on the ground under any building or structure and all exposed gas piping shall be securely supported and located where it will be protected from physical damage (CPC Section 1211).
- Provide 1/8" rubber between all water piping where contact is eminent. 1/4" felt cushioning or equal shall be installed between pipes and any structure or framing member where contact would otherwise be eminent. In framing members: provide strip of rock wool batt, packed in place, as a seal or stop around plumbing pipes passing through members.
- Plumbing projecting through or embedded in concrete or masonry shall be protected during the placing of concrete and placed in an oversized sleeve or approved expansion wrap to allow for expansion, contraction and structural movement (CPC Section 310).
- All copper pipe connections to ferrous piping shall be made with dielectric couplings or isolation flanges.
- A hot water limitation device shall be installed at bath tubs and whirlpool type bath tub. The maximum hot water temperature discharging from the bath tubs and whirlpool type bath tiller shall be limited to 120 degs. F by a device that conforms to ASSE1070 or CSA B125.3. The water heater thermostat shall not be considered a control meeting this provision (Reference CPC Sec.409.4)

DIVISION 16 - ELECTRICAL

16.01 General Requirements

- Electrical systems shown on architectural drawings are shown for intent only. These systems shall be engineered by others. The contractor shall be responsible for proper installation, placement, and performance,
- Materials and equipment shall be new and listed by Underwriter's Laboratories, Inc. (U.L.) and bear their label wherever standards have been established and their label service is regularly furnished.
- Service Distribution:
  a. Main electrical service shall be 200 AMP minimum (U.O.N.)
  b. Main service panel electrical load calculations shall conform to CEC Section 220.
  c. Install main service disconnect as per CEC 230-70.
  d. Provide grounding at service entrance to comply with CEC Section 250.
  e. Branch circuit load distribution shall conform to CEC Section 210.
  f. Panels and sub-panels shall not be located in closets or similar confined spaces. (CEC 110-26).
  g. Aluminum wire smaller than No. 8 AWG (6 mm²) shall not be used in electrical wiring.
  h. Protection of wiring shall be as per CEC Sections 329-334.
- Receptacle Outlets:
  a. Outlet boxes on opposite sides of rated walls (wall separating garage from dwelling) shall be separated by a horizontal distance of 24 inches (CEC 210).
  b. Provide GFCI (GFI) protection per CEC Section 210-8(a).
  c. Outlet locations shall comply with CEC Sections 210-50 and 210-52.
  d. Switched outlets shall be one-half hot (U.O.N.).
- Lighting:
  a. Unless otherwise scheduled, Owner shall select all lighting fixtures.
  b. All light fixtures shall comply to CEC Section 410 for type, ratings, and installation.
  c. Fixture locations shall comply to CEC Section 210-70 and 410.
  d. Ceiling mounted junction boxes shall be capable of supporting 89# minimum (U.O.N.) and supported as per CEC Section 410-36.
  e. Fixtures installed in closets shall comply to CEC Section 410-16.
  f. Install switches at 47" above finished floor to top of switch box (U.O.N.).
- Smoke Detectors: Install 110 volt smoke detectors with battery backup as per CRC R314 and conforming to NFPA 72. Install the detector in strict accordance with the manufacturer's printed installation instructions.
- Carbon Monoxide Detectors: Locate carbon monoxide alarms as per CRC R315.
- Inter-system bonding at the electrical service for the purposes of grounding other systems such as cable and telephone shall be required per CEC 250.6.
- All Branch circuits supplying 125-volt single-phase 15 & 20 ampere receptacle outlets installed shall be protected by an arc fault circuit interrupter and be tamper resistant per CEC 210.12 & 406.11

BACKYARD REMODEL

1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

REVISIONS

PUD MODIFICATION 11.17.2025

Architectural Specifications

JOB NO. 25.519	**SHEET**
DRAWN TN	
CHECK	**T3**
DATE 06.06.2025	

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 1 (July 2024 Supplement)

Y = YES
NA = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (ie: ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

CHAPTER 3
GREEN BUILDING
SECTION 301 GENERAL

301.1 SCOPE. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required unless adopted by a city, county, or city and county as specified in Section 101.7.

301.1.1 Additions and alterations. [HCD] The mandatory provisions of Chapter 4 shall be applied to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and/or within the specific area of the addition or alteration.

The mandatory provision of Section 4.106.4.2 may apply to additions or alterations of existing parking facilities or the addition of new parking facilities serving existing multifamily buildings. See Section 4.106.4.3 for application.

Note: Repairs including, but not limited to, resurfacing, restriping and repairing or maintaining existing lighting fixtures are not considered alterations for the purpose of this section.

Note: On and after January 1, 2014, residential buildings undergoing permitted alterations, additions, or improvements shall replace noncompliant plumbing fixtures with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

301.2 LOW-RISE AND HIGH-RISE RESIDENTIAL BUILDINGS. [HCD] The provisions of individual sections of CALGreen may apply to either low-rise residential buildings high-rise residential buildings, or both. Individual sections will be designated by banners to indicate where the section applies specifically to low-rise only (LR) or high-rise only (HR). When the section applies to both low-rise and high-rise buildings, no banner will be used.

SECTION 302 MIXED OCCUPANCY BUILDINGS

302.1 MIXED OCCUPANCY BUILDINGS. In mixed occupancy buildings, each portion of a building shall comply with the specific green building measures applicable to each specific occupancy.

Exceptions:
1. [HCD] Accessory structures and accessory occupancies serving residential buildings shall comply with Chapter 4 and Appendix A4, as applicable.
2. [HCD] For purposes of CALGreen, live/work units, complying with Section 419 of the *California Building Code*, shall not be considered mixed occupancies. Live/Work units shall comply with Chapter 4 and Appendix A4, as applicable.

DIVISION 4.1 PLANNING AND DESIGN

ABBREVIATION DEFINITIONS:

HCD	Department of Housing and Community Development
BSC	California Building Standards Commission
DSA-SS	Division of the State Architect, Structural Safety
OSHPD	Office of Statewide Health Planning and Development
LR	Low Rise
HR	High Rise
AA	Additions and Alterations
N	New

CHAPTER 4
RESIDENTIAL MANDATORY MEASURES

SECTION 4.102 DEFINITIONS

4.102.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

FRENCH DRAIN. A trench, hole or other depressed area loosely filled with rock, gravel, fragments of brick or similar pervious material used to collect or channel drainage or runoff water.

WATTLES. Wattles are used to reduce sediment in runoff. Wattles are often constructed of natural plant materials such as hay, straw or similar material shaped in the form of tubes and placed on a downflow slope. Wattles are also used for perimeter and inlet control.

4.106 SITE DEVELOPMENT

4.106.1 GENERAL. Preservation and use of available natural resources shall be accomplished through evaluation and careful planning to minimize negative effects on the site and adjacent areas. Preservation of slopes, management of storm water drainage and erosion controls shall comply with this section.

4.106.2 STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION. Projects which disturb less than one acre of soil and are not part of a larger common plan of development which in total disturbs one acre or more, shall manage storm water drainage during construction. In order to manage storm water drainage during construction, one or more of the following measures shall be implemented to prevent flooding of adjacent property, prevent erosion and retain soil runoff on the site.

1. Retention basins of sufficient size shall be utilized to retain storm water on the site.
2. Where storm water is conveyed to a public drainage system, collection only, gutter or similar disposal method, water shall be filtered by use of a barrier system, wattle or other method approved by the enforcing agency.
3. Compliance with a lawfully enacted storm water management ordinance.

Note: Refer to the State Water Resources Control Board for projects which disturb one acre or more of soil, or are part of a larger common plan of development which in total disturbs one acre or more of soil.

(Website: https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.html)

4.106.3 GRADING AND PAVING. Construction plans shall indicate how the site grading or drainage system will manage all surface water flows to keep water from entering buildings. Examples of methods to manage surface water include, but are not limited to, the following:

1. Swales
2. Water collection and disposal systems
3. French drains
4. Water retention gardens
5. Other water measures which keep surface water away from buildings and aid in groundwater recharge.

Exception: Additions and alterations not altering the drainage path.

4.106.4 Electric vehicle (EV) charging for new construction. New construction shall comply with Section 4.106.4.1 or 4.106.4.2. Electric vehicle supply equipment (EVSE) shall comply with the *California Electrical Code*.

Exceptions:
1. On a case-by-case basis, where the local enforcing agency has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
   1.1 Where there is no local utility power supply or the local utility is unable to supply adequate power.
   1.2 Where there is evidence suitable to the local enforcing agency substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Section 4.106.4, may adversely impact the construction cost of the project.
2. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities.

4.106.4.1 New one- and two-family dwellings and townhouses with attached private garages. For each dwelling unit, install a listed raceway to accommodate a dedicated 208/240-volt branch circuit. The raceway shall not be less than trade size 1 (nominal 1-inch inside diameter). The raceway shall originate at the main service or subpanel and shall terminate into a listed cabinet, box or other enclosure in close proximity to the proposed location of an EV charger. Raceways are required to be continuous at enclosed, inaccessible or concealed areas and spaces. The service panel and/or subpanel shall provide capacity to install a 40-ampere 208/240-volt minimum dedicated branch circuit and space(s) reserved to permit installation of a branch circuit overcurrent protective device.

Exemption: A raceway is not required if a minimum 40-ampere 208/240-volt dedicated EV branch circuit is installed in close proximity to the proposed location of an EV charger at the time of original construction in accordance with the *California Electrical Code*.

4.106.4.1.1 Identification. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging as "EV CAPABLE". The raceway termination location shall be permanently and visibly marked as "EV CAPABLE".

4.106.4.2 New multifamily dwellings, hotels and motels and new residential parking facilities. When parking is provided, parking spaces for new multifamily dwellings, hotels and motels shall meet the requirements of Section 4.106.4.2.2. Calculations for spaces shall be rounded up to the nearest whole number. A parking space served by electric vehicle supply equipment or designed as an EV charging space shall count as at least one standard automobile parking space only for the purpose of complying with any applicable minimum parking space requirements established by a local jurisdiction. See Vehicle Code Section 22511.2 for further details.

4.106.4.2.1 Reserved.

4.106.4.2.2 Multifamily dwellings, hotels and motels

1. EV ready parking spaces with receptacles.

a. Hotels and motels. Forty (40) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles.

b. Multifamily parking facilities. Forty (40) percent of the total number of parking spaces shall be equipped with low power Level 2 EV charging receptacles. EV charging receptacles required by this section shall be located in at least one assigned parking space per dwelling unit where assigned parking is provided but need not exceed forty (40) percent of the total number of assigned parking spaces provided on the site.

Exception: Areas of parking facilities served by parking lifts, including but not limited to automated mechanical-access open parking garages as defined in the *California Building Code*, or parking facilities otherwise incapable of supporting electric vehicle charging.

c. Receptacle power source. EV charging receptacles in multifamily parking facilities shall be provided with a dedicated branch circuit connected to the dwelling unit's electrical panel, unless determined as infeasible by the project builder or designer and subject to concurrence of the local enforcing agency.

Exception: Areas of parking facilities served by parking lifts, including but not limited to automated mechanical-access open parking garages as defined in the *California Building Code*, or parking facilities otherwise incapable of supporting electric vehicle charging.

d. Receptacle configurations. 208/240V EV charging receptacles shall comply with one of the following configurations:

1. For 20-ampere receptacles. NEMA 6-20R
2. For 30-ampere receptacles. NEMA 14-30R
3. For 50-ampere receptacles. NEMA 14-50R

2. EV ready parking spaces with EV chargers.

a. Hotels and motels. Ten (10) percent of the total number of parking spaces shall be equipped with Level 2 EV chargers. At least fifty (50) percent of the required EV chargers shall be equipped with J1772 connectors.

b. Multifamily parking facilities. Ten (10) percent of the total number of parking spaces shall be equipped with Level 2 EV chargers. At least fifty (50) percent of the required EV chargers shall be equipped with J1772 connectors. Where common use parking or unassigned parking is provided, EV chargers shall be located in common use or unassigned parking areas and shall be available for use by all residents or guests.

Where low power Level 2 EV charging receptacles or Level 2 EV chargers are installed beyond the minimum required, an automatic load management system (ALMS) may be used to reduce the maximum required electrical capacity to each space served by the ALMS. The electrical system and any on-site distribution transformers shall have sufficient capacity to deliver at least 3.3 kW simultaneously to each EV charging station (EVCS) served by the ALMS. The branch circuit shall have a minimum capacity of 40 amperes, and installed EV chargers shall have a capacity of not less than 30 amperes.

4.106.4.2.2 Electric vehicle charging stations (EVCS).
Electric vehicle charging stations required by Section 4.106.4.2.2. Item 2, with EV chargers installed shall comply with Section 4.106.4.2.2.1.1.

Exception: Electric vehicle charging stations serving public accommodations, public housing, motels and hotels shall not be required to comply with this section. See *California Building Code*, Chapter 11B, for applicable requirements.

4.106.4.2.2.1 Electric vehicle charging stations (EVCS) spaces with EV chargers installed; dimensions and location.

EVCS spaces shall be designed to comply with the following:

1. The minimum length of each EVCS space shall be 18 feet (5486 mm).
2. The minimum width of each EVCS space shall be 9 feet (2743 mm).
3. One in every 25 EVCS spaces, but not less than one, shall also have an 8-foot (2438 mm) wide minimum aisle. A 5-foot (1524 mm) wide minimum aisle shall be permitted provided the minimum width of the EVCS space is 12 feet (3658 mm). Surface slope for this EVCS space and the aisle shall not exceed 1 unit vertical in 48 units horizontal (2.083 percent slope) in any direction. These EVCS spaces shall also comply with at least one of the following:

   a. The EVCS space shall be located adjacent to an accessible parking space meeting the requirements of the *California Building Code*, Chapter 11A, to allow use of the EV charger from the accessible parking space.
   b. The EVCS space shall be located on an accessible route, as defined in the *California Building Code*, Chapter 2, to the building.
   Exception: Electric vehicle charging stations designed and constructed in compliance with the *California Building Code*, Chapter 11B, are not required to comply with Section 4.106.4.2.2.1.1.

4.106.4.2.2.1.2 Accessible electric vehicle charging station spaces.
In addition to the requirements in Section 4.106.4.2.2.1.1, all EV chargers, where installed, shall comply with the accessibility provisions for EV chargers in the *California Building Code*, Chapter 11B. EV ready spaces and EVCS in multifamily developments shall comply with *California Building Code*, Chapter 11A, Section 1109A.

4.106.4.2.3 Reserved.

4.106.4.2.4 Reserved.

4.106.4.2.5 Electric vehicle ready space signage.
Electric vehicle ready spaces shall be identified by signage or pavement markings, in compliance with Caltrans Traffic Operations Policy Directive 13-01 (Zero Emission Vehicle Signs and Pavement Markings) or its successor(s).

4.106.4.3 Electric vehicle charging for additions and alterations of parking facilities serving existing multi-family buildings.
Where new parking facilities are added, or electrical systems or lighting of existing parking facilities are added or altered and the work requires a building permit, ten (10) percent of the total number of parking spaces added or altered shall be EV capable spaces to support future Level 2 electric vehicle supply equipment. The service panel or subpanel circuit directory shall identify the overcurrent protective device space(s) reserved for future EV charging purposes as "EV CAPABLE."

Notes:

1.Construction documents are intended to demonstrate the project's capability and capacity for facilitating future EV charging.

2.There is no requirement for EV spaces to be constructed or available until EV chargers are installed for use.

DIVISION 4.2 ENERGY EFFICIENCY

4.201 GENERAL
4.201.1 SCOPE. For the purposes of mandatory energy efficiency standards in this code, the California Energy Commission will continue to adopt mandatory standards.

DIVISION 4.3 WATER EFFICIENCY AND CONSERVATION

4.303 INDOOR WATER USE
4.303.1 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS. Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) shall comply with the sections 4.303.1.1, 4.303.1.2, 4.303.1.3, and 4.303.4.4.

Note: All noncompliant plumbing fixtures in any residential real property shall be replaced with water-conserving plumbing fixtures. Plumbing fixture replacement is required prior to issuance of a certificate of final completion, certificate of occupancy, or final permit approval by the local building department. See Civil Code Section 1101.1, et seq., for the definition of a noncompliant plumbing fixture, types of residential buildings affected and other important enactment dates.

4.303.1.1 Water Closets. The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Tank-type Toilets.

Note: The effective flush volume of dual flush toilets is defined as the composite, average flush volume of two reduced flushes and one full flush.

4.303.1.2 Urinals. The effective flush volume of wall mounted urinals shall not exceed 0.125 gallons per flush. The effective flush volume of all other urinals shall not exceed 0.5 gallons per flush.

4.303.1.3 Showerheads.

4.303.1.3.1 Single Showerhead. Showerheads shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the U.S. EPA WaterSense Specification for Showerheads.

4.303.1.3.2 Multiple showerheads serving one shower. When a shower is served by more than one showerhead, the combined flow rate of all the showerheads and/or other shower outlets controlled by a single valve shall not exceed 1.8 gallons per minute at 80 psi, or the shower shall be designed to only allow one shower outlet to be in operation at a time.

Note: A hand-held shower shall be considered a showerhead.

4.303.1.4 Faucets.

4.303.1.4.1 Residential Lavatory Faucets. The maximum flow rate of residential lavatory faucets shall not exceed 1.2 gallons per minute at 60 psi. The minimum flow rate of residential lavatory faucets shall not be less than 0.8 gallons per minute at 20 psi.

4.303.1.4.2 Lavatory Faucets in Common and Public Use Areas. The maximum flow rate of lavatory faucets installed in common and public use areas (outside of dwellings or sleeping units) in residential buildings shall not exceed 0.5 gallons per minute at 60 psi.

4.303.1.4.3 Metering Faucets. Metering faucets when installed in residential buildings shall not deliver more than 0.2 gallons per cycle.

4.303.1.4.4 Kitchen Faucets. The maximum flow rate of kitchen faucets shall not exceed 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.

Note: Where complying faucets are unavailable, aerators or other means may be used to achieve reduction.

4.303.1.4.5 Pre-rinse spray valves.
When installed, shall meet the requirements in the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations). Sections 1605.1 (h)(4) Table H-2, Section 1605.3 (h)(4)(A), and Section 1607 (d)(7) and shall be equipped with an integral automatic shutoff.

FOR REFERENCE ONLY: The following table and code section have been reprinted from the *California Code of Regulations*, Title 20 (Appliance Efficiency Regulations).Section 1605.1 (h)(4) and Section 1605.3 (h)(4)(A).

TABLE H-2

STANDARDS FOR COMMERCIAL PRE-RINSE SPRAY VALVES MANUFACTURED ON OR AFTER JANUARY 28, 2019

PRODUCT CLASS [spray force in ounce force (ozf)]	MAXIMUM FLOW RATE (gpm)
Product Class 1 (≤ 5.0 ozf)	1.00
Product Class 2 (> 5.0 ozf and ≤ 8.0 ozf)	1.20
Product Class 3 (> 8.0 ozf)	1.28

Title 20 Section 1605.3 (h)(4)(A): Commercial prerinse spray values manufactured on or after January 1, 2006, shall have a minimum spray force of not less than 4.0 ounces-force (ozf)(113 grams-force(gf))

4.303.2 Submeters for multifamily buildings and dwelling units in mixed-used residential/commercial building.
Submeters shall be installed to measure water usage of individual rental dwelling units in accordance with the *California Plumbing Code*.

4.303.3 Standards for plumbing fixtures and fittings. Plumbing fixtures and fittings shall be installed in accordance with the *California Plumbing Code*, and shall meet the applicable standards referenced in Table 1701.1 of the *California Plumbing Code*.

NOTE:
THIS TABLE COMPILES THE DATA IN SECTION 4.303.1, AND IS INCLUDED AS A CONVENIENCE FOR THE USER.

TABLE - MAXIMUM FIXTURE WATER USE

FIXTURE TYPE	FLOW RATE
SHOWER HEADS (RESIDENTIAL)	1.8 GMP @ 80 PSI
LAVATORY FAUCETS (RESIDENTIAL)	MAX. 1.2 GPM @ 60 PSI MIN. 0.8 GPM @ 20 PSI
LAVATORY FAUCETS IN COMMON & PUBLIC USE AREAS	0.5 GPM @ 60 PSI
KITCHEN FAUCETS	1.8 GPM @ 60 PSI
METERING FAUCETS	0.2 GAL/CYCLE
WATER CLOSET	1.28 GAL/FLUSH
URINALS	0.125 GAL/FLUSH

4.304 OUTDOOR WATER USE
4.304.1 OUTDOOR POTABLE WATER USE IN LANDSCAPE AREAS. Residential developments shall comply with a local water efficient landscape ordinance or the current California Department of Water Resources' Model Water Efficient Landscape Ordinance (MWELO), whichever is more stringent.

NOTES:

1. The Model Water Efficient Landscape Ordinance (MWELO) is located in the *California Code Regulations*, Title 23, Chapter 2.7, Division 2. MWELO and supporting documents, including water budget calculator, are available at: https://www.water.ca.gov/

DIVISION 4.4 MATERIAL CONSERVATION AND RESOURCE EFFICIENCY

4.406 ENHANCED DURABILITY AND REDUCED MAINTENANCE
4.406.1 RODENT PROOFING. Annular spaces around pipes, electric cables, conduits or other openings in sole/bottom plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or a similar method acceptable to the enforcing agency.

4.408 CONSTRUCTION WASTE REDUCTION, DISPOSAL AND RECYCLING
4.408.1 CONSTRUCTION WASTE MANAGEMENT. Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with either Section 4.408.2, 4.408.3 or 4.408.4, or meet a more stringent local construction and demolition waste management ordinance.

Exceptions:

1. Excavated soil and land-clearing debris.
2. Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist or are not located reasonably close to the jobsite.
3. The enforcing agency may make exceptions to the requirements of this section when isolated jobsites are located in areas beyond the haul boundaries of the diversion facility.

4.408.2 CONSTRUCTION WASTE MANAGEMENT PLAN. Submit a construction waste management plan in conformance with Items 1 through 5. The construction waste management plan shall be updated as necessary and shall be available during construction for examination by the enforcing agency.

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
3. Identify diversion facilities where the construction and demolition waste material collected will be taken.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.

4.408.3 WASTE MANAGEMENT COMPANY. Utilize a waste management company, approved by the enforcing agency, which can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with Section 4.408.1.

Note: The owner or contractor may make the determination if the construction and demolition waste materials will be diverted by a waste management company.

4.408.4 WASTE STREAM REDUCTION ALTERNATIVE (LR). Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 3.4 lbs./sq./t. of the building area shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE. Projects that generate a total combined weight of construction and demolition waste disposed of in landfills, which do not exceed 2 pounds per square foot of the building area, shall meet the minimum 65% construction waste reduction requirement in Section 4.408.1

4.408.5 DOCUMENTATION. Documentation shall be provided to the enforcing agency which demonstrates compliance with Section 4.408.2, items 1 through 5, Section 4.408.3 or Section 4.408.4..

Notes:

1. Sample forms found in "A Guide to the California Green Building Standards Code (Residential)" located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance with this section.
2. Mixed construction and demolition debris (C & D) processors can be located at the California Department of Resources Recycling and Recovery (CalRecycle).

4.410 BUILDING MAINTENANCE AND OPERATION
4.410.1 OPERATION AND MAINTENANCE MANUAL. At the time of final inspection, a manual, compact disc, web-based reference or other media acceptable to the enforcing agency which includes all of the following shall be placed in the building:

1. Directions to the owner or occupant that the manual shall remain with the building throughout the life cycle of the structure.
2. Operation and maintenance instructions for the following:
   a. Equipment and appliances, including water-saving devices and systems, HVAC systems, photovoltaic systems, electric vehicle chargers, water-heating systems and other major appliances and equipment.
   b. Roof and yard drainage, including gutters and downspouts.
   c. Space conditioning systems, including condensers and air filters.
   d. Landscape irrigation systems.
   e. Water reuse systems.
3. Information from local utility, water and waste recovery providers on methods to further reduce resource consumption, including recycle programs and locations.
4. Public transportation and/or carpool options available in the area.
5. Educational material on the positive impacts of an interior relative humidity between 30-60 percent and what methods an occupant may use to maintain the relative humidity level in that range.
6. Information about water-conserving landscape and irrigation design and controllers which conserve water.
7. Instructions for maintaining gutters and downspouts and the importance of diverting water at least 5 feet away from the foundation.
8. Information on required routine maintenance measures, including, but not limited to, caulking, painting, grading around the building, etc.
9. Information about state solar energy and incentive programs available.
10. A copy of all special inspections verifications required by the enforcing agency or this code.
11. Information from the Department of Forestry and Fire Protection on maintenance of defensible space around residential structures.
12. Information and/or drawings identifying the location of grab bar reinforcements.

4.410.2 RECYCLING BY OCCUPANTS. Where 5 or more multifamily dwelling units are constructed on a building site, provide readily accessible area(s) that serves all buildings on the site and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including (at a minimum) paper, corrugated cardboard, glass, plastics, organic waster, and metals, or meet a lawfully enacted local recycling ordinance, if more restrictive.

Exception: Rural jurisdictions that meet and apply for the exemption in Public Resources Code Section 42649.82 (a)(2)(A) et seq. are note required to comply with the organic waste portion of this section.

DIVISION 4.5 ENVIRONMENTAL QUALITY

SECTION 4.501 GENERAL

4.501.1 Scope
The provisions of this chapter shall outline means of reducing the quality of air contaminants that are odorous, irritating and/or harmful to the comfort and well being of a building's installers, occupants and neighbors.

SECTION 4.502 DEFINITIONS

4.502.1 DEFINITIONS
The following terms are defined in Chapter 2 *(and are included here for reference)*

AGRIFIBER PRODUCTS. Agrifiber products include wheatboard, strawboard, panel substrates and door cores, not including furniture, fixtures and equipment (FF&E) not considered base building elements.

COMPOSITE WOOD PRODUCTS. Composite wood products include hardwood plywood, particleboard and medium density fiberboard. "Composite wood products" does not include hardboard, structural plywood, structural panels, structural composite lumber, oriented strand board, glued laminated timber, prefabricated wood I-joists or finger-jointed lumber, all as specified in California Code of regulations (CCR), title 17, Section 93120.1.

DIRECT-VENT APPLIANCE. A fuel-burning appliance with a sealed combustion system that draws all air for combustion from the outside atmosphere and discharges all flue gases to the outside atmosphere.

BACKYARD REMODEL
1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

REVISIONS

PUD MODIFICATION	11.17.2025	

REGISTERED PROFESSIONAL ENGINEER NO. C-23777 CIVIL STATE OF CALIFORNIA

Title 24
Cal Green Notes

JOB NO. 25.519
DRAWN TN
CHECK
DATE 06.06.2025

SHEET T4

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE
RESIDENTIAL MANDATORY MEASURES, SHEET 2 (July 2024 Supplement)

Y = YES
NA = NOT APPLICABLE
RESPON. PARTY = RESPONSIBLE PARTY (i.e. ARCHITECT, ENGINEER, OWNER, CONTRACTOR, INSPECTOR ETC.)

MAXIMUM INCREMENTAL REACTIVITY (MIR). The maximum change in weight of ozone formed by adding a compound to the "Base Reactive Organic Gas (ROG) Mixture" per weight of compound added, expressed to hundredths of a gram (g O3/g ROG).
Note: MIR values for individual compounds and hydrocarbon solvents are specified in CCR, Title 17, Sections 94700 and 94701.

MOISTURE CONTENT. The weight of the water in wood expressed in percentage of the weight of the oven-dry wood.

PRODUCT-WEIGHTED MIR (PWMIR). The sum of all weighted-MIR for all ingredients in a product subject to this article. The PWMIR is the total product reactivity expressed to hundredths of a gram of ozone formed per gram of product (excluding container and packaging).
Note: PWMIR is calculated according to equations found in CCR, Title 17, Section 94521 (a).

REACTIVE ORGANIC COMPOUND (ROC). Any compound that has the potential, once emitted, to contribute to ozone formation in the troposphere.

VOC. A volatile organic compound (VOC) broadly defined as a chemical compound based on carbon chains or rings with vapor pressures greater than 0.1 millimeters of mercury at room temperature. These compounds typically contain hydrogen and may contain oxygen, nitrogen and other elements. See CCR Title 17, Section 94508(a).

4.503 FIREPLACES
4.503.1 GENERAL. Any installed gas fireplace shall be a direct-vent sealed-combustion type. Any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances.

4.504 POLLUTANT CONTROL
4.504.2 COVERING OF DUCT OPENINGS & PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION. At the time of rough installation, during storage on the construction site and until final startup of the heating, cooling and ventilating equipment, all duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal or other methods acceptable to the enforcing agency to reduce the amount of water, dust or debris which may enter the system.

4.504.2 FINISH MATERIAL POLLUTANT CONTROL. Finish materials shall comply with this section.

4.504.2.1 Adhesives, Sealants and Caulks. Adhesives, sealant and caulks used on the project shall meet the requirements of the following standards unless more stringent local or regional air pollution or air quality management district rules apply:

1. Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits, as shown in Table 4.504.1 or 4.504.2, as applicable. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene), except for aerosol products, as specified in Subsection 2 below.
2. Aerosol adhesives, and smaller unit sizes of adhesives, and sealant or caulking compounds (in units of product, less packaging, which do not weigh more than 1 pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of *California Code of Regulations*, Title 17, commencing with section 94507.

4.504.2.2 Paints and Coatings. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Suggested Control Measure, as shown in Table 4.504.3, unless more stringent local limits apply. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 4.504.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in subsections 4.21, 4.36, and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 4.504.3 shall apply.

4.504.2.3 Aerosol Paints and Coatings. Aerosol paints and coatings shall meet the Product-weighted MIR Limits for ROC in Section 94522(a)(2) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(e)(1) and (f)(1) of *California Code of Regulations*, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8, Rule 49.

4.504.2.4 Verification. Verification of compliance with this section shall be provided at the request of the enforcing agency. Documentation may include, but is not limited to, the following:

1. Manufacturer's product specification.
2. Field verification of on-site product containers.

TABLE 4.504.1 - ADHESIVE VOC LIMIT[1]
(Less Water and Less Exempt Compounds in Grams per Liter)

ARCHITECTURAL APPLICATIONS	VOC LIMIT
INDOOR CARPET ADHESIVES	50
CARPET PAD ADHESIVES	50
OUTDOOR CARPET ADHESIVES	150
WOOD FLOORING ADHESIVES	100
RUBBER FLOOR ADHESIVES	60
SUBFLOOR ADHESIVES	50
CERAMIC TILE ADHESIVES	65
VCT & ASPHALT TILE ADHESIVES	50
DRYWALL & PANEL ADHESIVES	50
COVE BASE ADHESIVES	50
MULTIPURPOSE CONSTRUCTION ADHESIVE	70
STRUCTURAL GLAZING ADHESIVES	100
SINGLE-PLY ROOF MEMBRANE ADHESIVES	250
OTHER ADHESIVES NOT LISTED	50
SPECIALTY APPLICATIONS	
PVC WELDING	510
CPVC WELDING	490
ABS WELDING	325
PLASTIC CEMENT WELDING	250
ADHESIVE PRIMER FOR PLASTIC	550
CONTACT ADHESIVE	80
SPECIAL PURPOSE CONTACT ADHESIVE	250
STRUCTURAL WOOD MEMBER ADHESIVE	140
TOP & TRIM ADHESIVE	250
SUBSTRATE SPECIFIC APPLICATIONS	
METAL TO METAL	30
PLASTIC FOAMS	50
POROUS MATERIAL (EXCEPT WOOD)	50
WOOD	30
FIBERGLASS	80

1. IF AN ADHESIVE IS USED TO BOND DISSIMILAR SUBSTRATES TOGETHER, THE ADHESIVE WITH THE HIGHEST VOC CONTENT SHALL BE ALLOWED.
2. FOR ADDITIONAL INFORMATION REGARDING METHODS TO MEASURE THE VOC CONTENT SPECIFIED IN THIS TABLE, SEE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1168.

TABLE 4.504.2 - SEALANT VOC LIMIT
(Less Water and Less Exempt Compounds in Grams per Liter)

SEALANTS	VOC LIMIT
ARCHITECTURAL	250
MARINE DECK	760
NONMEMBRANE ROOF	300
ROADWAY	250
SINGLE-PLY ROOF MEMBRANE	450
OTHER	420
SEALANT PRIMERS	
ARCHITECTURAL	
NONPOROUS	250
POROUS	775
MODIFIED BITUMINOUS	500
MARINE DECK	760
OTHER	750

TABLE 4.504.3 - VOC CONTENT LIMITS FOR ARCHITECTURAL COATINGS[1]
GRAMS OF VOC PER LITER OF COATING, LESS WATER & LESS EXEMPT COMPOUNDS

COATING CATEGORY	VOC LIMIT
FLAT COATINGS	50
NON-FLAT COATINGS	100
NONFLAT-HIGH GLOSS COATINGS	150
SPECIALTY COATINGS	
ALUMINUM ROOF COATINGS	400
BASEMENT SPECIALTY COATINGS	400
BITUMINOUS ROOF COATINGS	50
BITUMINOUS ROOF PRIMERS	350
BOND BREAKERS	350
CONCRETE CURING COMPOUNDS	350
CONCRETE/MASONRY SEALERS	100
DRIVEWAY SEALERS	50
DRY FOG COATINGS	150
FAUX FINISHING COATINGS	350
FIRE RESISTIVE COATINGS	350
FLOOR COATINGS	100
FORM-RELEASE COMPOUNDS	250
GRAPHIC ARTS COATINGS (SIGN PAINTS)	500
HIGH TEMPERATURE COATINGS	420
INDUSTRIAL MAINTENANCE COATINGS	250
LOW SOLIDS COATINGS[2]	120
MAGNESITE CEMENT COATINGS	450
MASTIC TEXTURE COATINGS	100
METALLIC PIGMENTED COATINGS	500
MULTICOLOR COATINGS	250
PRETREATMENT WASH PRIMERS	420
PRIMERS, SEALERS, & UNDERCOATERS	100
REACTIVE PENETRATING SEALERS	350
RECYCLED COATINGS	250
ROOF COATINGS	50
RUST PREVENTATIVE COATINGS	250
SHELLACS	
CLEAR	730
OPAQUE	550
SPECIALTY PRIMERS, SEALERS & UNDERCOATERS	100
STAINS	250
STONE CONSOLIDANTS	450
SWIMMING POOL COATINGS	340
TRAFFIC MARKING COATINGS	100
TUB & TILE REFINISH COATINGS	420
WATERPROOFING MEMBRANES	250
WOOD COATINGS	275
WOOD PRESERVATIVES	350
ZINC-RICH PRIMERS	340

1. GRAMS OF VOC PER LITER OF COATING, INCLUDING WATER & EXEMPT COMPOUNDS
2. THE SPECIFIED LIMITS REMAIN IN EFFECT UNLESS REVISED LIMITS ARE LISTED IN SUBSEQUENT COLUMNS IN THE TABLE.
3. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIFORNIA AIR RESOURCES BOARD, ARCHITECTURAL COATINGS SUGGESTED CONTROL MEASURE, FEB. 1, 2008. MORE INFORMATION IS AVAILABLE FROM THE AIR RESOURCES BOARD.

TABLE 4.504.5 - FORMALDEHYDE LIMITS[1]
MAXIMUM FORMALDEHYDE EMISSIONS IN PARTS PER MILLION

PRODUCT	CURRENT LIMIT
HARDWOOD PLYWOOD VENEER CORE	0.05
HARDWOOD PLYWOOD COMPOSITE CORE	0.05
PARTICLE BOARD	0.09
MEDIUM DENSITY FIBERBOARD	0.11
THIN MEDIUM DENSITY FIBERBOARD[2]	0.13

1. VALUES IN THIS TABLE ARE DERIVED FROM THOSE SPECIFIED BY THE CALIF. AIR RESOURCES BOARD, AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD AS TESTED IN ACCORDANCE WITH ASTM E 1333. FOR ADDITIONAL INFORMATION, SEE CALIF. CODE OF REGULATIONS, TITLE 17, SECTIONS 93120 THROUGH 93120.12.
2. THIN MEDIUM DENSITY FIBERBOARD HAS A MAXIMUM THICKNESS OF 5/16" (8 MM).

DIVISION 4.5 ENVIRONMENTAL QUALITY (continued)
4.504.3 CARPET SYSTEMS. All carpet installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.1 Carpet cushion. All carpet cushion installed in the building interior shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.3.2 Carpet adhesive. All carpet adhesive shall meet the requirements of Table 4.504.1.

4.504.4 RESILIENT FLOORING SYSTEMS. Where resilient flooring is installed , at least 80% of floor area receiving resilient flooring shall meet the requirements of the California Department of Public Health, "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers," Version 1.2, January 2017 (Emission testing method for California Specification 01350)

See California Department of Public Health's website for certification programs and testing labs.

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/VOC.aspx.

4.504.5 COMPOSITE WOOD PRODUCTS. Hardwood plywood, particleboard and medium density fiberboard composite wood products used on the interior or exterior of the buildings shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.), by or before the dates specified in those sections, as shown in Table 4.504.5

4.504.5.1 Documentation. Verification of compliance with this section shall be provided as requested by the enforcing agency. Documentation shall include at least one of the following:

1. Product certifications and specifications.
2. Chain of custody certifications.
3. Product labeled and invoiced as meeting the Composite Wood Products regulation (see CCR, Title 17, Section 93120, et seq.).
4. Exterior grade products marked as meeting the PS-1 or PS-2 standards of the Engineered Wood Association, the Australian AS/NZS 2269, European 636 3S standards, and Canadian CSA 0121, CSA 0151, CSA 0153 and CSA 0325 standards.
5. Other methods acceptable to the enforcing agency.

4.505 INTERIOR MOISTURE CONTROL
4.505.1 General. Buildings shall meet or exceed the provisions of the *California Building Standards Code*.

4.505.2 CONCRETE SLAB FOUNDATIONS. Concrete slab foundations required to have a vapor retarder by California Building Code, Chapter 19, or concrete slab-on-ground floors required to have a vapor retarder by the California Residential Code, Chapter 5, shall also comply with this section.

4.505.2.1 Capillary break. A capillary break shall be installed in compliance with at least one of the following:

1. A 4-inch (101.6 mm) thick base of 1/2 inch (12.7mm) or larger clean aggregate shall be provided with a vapor barrier in direct contact with concrete and a concrete mix design, which will address bleeding, shrinkage, and curling, shall be used. For additional information, see American Concrete Institute, ACI 302.2R-06.
2. Other equivalent methods approved by the enforcing agency.
3. A slab design specified by a licensed design professional.

4.505.3 MOISTURE CONTENT OF BUILDING MATERIALS. Building materials with visible signs of water damage shall not be installed. Wall and floor framing shall not be enclosed when the framing members exceed 19 percent moisture content. Moisture content shall be verified in compliance with the following:

1. Moisture content shall be determined with either a probe-type or contact-type moisture meter.Equivalent moisture verification methods may be approved by the enforcing agency and shall satisfy requirements found in Section 101.8 of this code.
2. Moisture readings shall be taken at a point 2 feet (610 mm) to 4 feet (1219 mm) from the grade stamped end of each piece verified.
3. At least three random moisture readings shall be performed on wall and floor framing with documentation acceptable to the enforcing agency provided at the time of approval to enclose the wall and floor framing.

Insulation products which are visibly wet or have a high moisture content shall be replaced or allowed to dry prior to enclosure in wall or floor cavities. Wet-applied insulation products shall follow the manufacturers' drying recommendations prior to enclosure.

4.506 INDOOR AIR QUALITY AND EXHAUST
4.506.1 Bathroom exhaust fans. Each bathroom shall be mechanically ventilated and shall comply with the following:

1. Fans shall be ENERGY STAR compliant and be ducted to terminate outside the building.
2. Unless functioning as a component of a whole house ventilation system, fans must be controlled by a humidity control.
   a. Humidity controls shall be capable of adjustment between a relative humidity range less than or equal to 50% to a maximum of 80%. A humidity control may utilize manual or automatic means of adjustment.
   b. A humidity control may be a separate component to the exhaust fan and is not required to be integral (i.e., built-in)

Notes:

1. For the purposes of this section, a bathroom is a room which contains a bathtub, shower or tub/shower combination.
2. Lighting integral to bathroom exhaust fans shall comply with the *California Energy Code*.

4.507 ENVIRONMENTAL COMFORT
4.507.2 HEATING AND AIR-CONDITIONING SYSTEM DESIGN. Heating and air conditioning systems shall be sized, designed and have their equipment selected using the following methods:

1. The heat loss and heat gain is established according to ANSI/ACCA 2 Manual J – 2011 (Residential Load Calculation), ASHRAE handbooks or other equivalent design software or methods.
2. Duct systems are sized according to ANSI/ACCA 1 Manual D – 2014 (Residential Duct Systems), ASHRAE handbooks or other equivalent design software or methods.
3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S – 2014 (Residential Equipment Selection), or other equivalent design software or methods.

Exception: Use of alternate design temperatures necessary to ensure the system functions are acceptable.

CHAPTER 7
INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS
702 QUALIFICATIONS
702.1 INSTALLER TRAINING. HVAC system installers shall be trained and certified in the proper installation of HVAC systems including ducts and equipment by a nationally or regionally recognized training or certification program. Uncertified persons may perform HVAC installations when under the direct supervision and responsibility of a person trained and certified to install HVAC systems or contractor licensed to install HVAC systems. Examples of acceptable HVAC training and certification programs include but are not limited to the following:

1. State certified apprenticeship programs.
2. Public utility training programs.
3. Training programs sponsored by trade, labor or statewide energy consulting or verification organizations.
4. Programs sponsored by manufacturing organizations.
5. Other programs acceptable to the enforcing agency.

702.2 SPECIAL INSPECTION [HCD]. When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition to other certifications or qualifications acceptable to the enforcing agency, the following certifications or education may be considered by the enforcing agency when evaluating the qualifications of a special inspector:

1. Certification by a national or regional green building program or standard publisher.
2. Certification by a statewide energy consulting or verification organization, such as HERS raters, building performance contractors, and home energy auditors.
3. Successful completion of a third party apprentice training program in the appropriate trade.
4. Other programs acceptable to the enforcing agency.

Notes:

1. Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code,
2. HERS raters are special inspectors certified by the California Energy Commission (CEC) to rate homes in California according to the Home Energy Rating System (HERS).

[BSC] When required by the enforcing agency, the owner or the responsible entity acting as the owner's agent shall employ one or more special inspectors to provide inspection or other duties necessary to substantiate compliance with this code. Special inspectors shall demonstrate competence to the satisfaction of the enforcing agency for the particular type of inspection or task to be performed. In addition, the special inspector shall have a certification from a recognized state, national or international association, as determined by the local agency. The area of certification shall be closely related to the primary job function, as determined by the local agency.

Note: Special inspectors shall be independent entities with no financial interest in the materials or the project they are inspecting for compliance with this code.

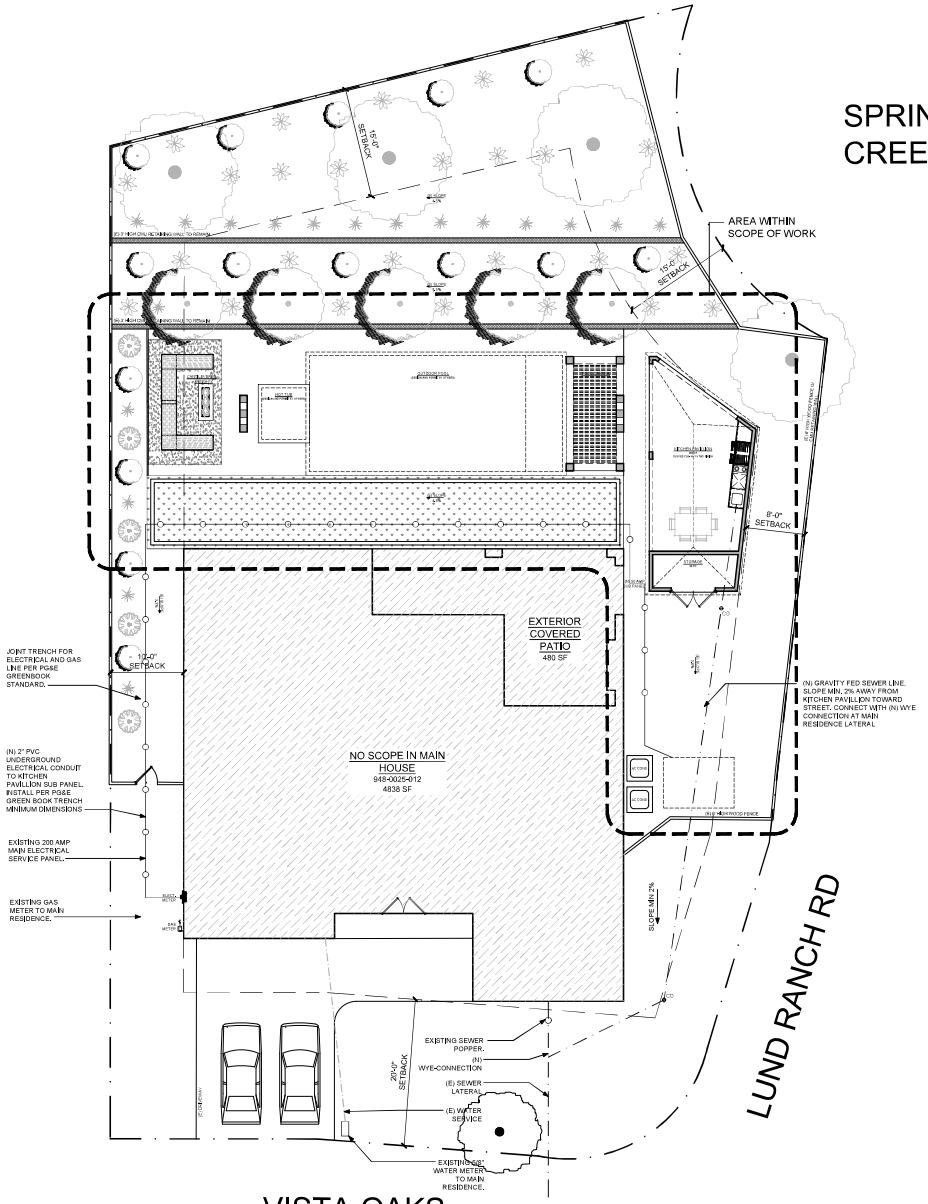
703 VERIFICATIONS
703.1 DOCUMENTATION. Documentation used to show compliance with this code shall include but is not limited to, construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which demonstrate substantial conformance. When specific documentation or special inspection is necessary to verify compliance, that method of compliance will be specified in the appropriate section or identified applicable checklist.

BACKYARD REMODEL
1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

REVISIONS
PUD MODIFICATION 11.17.2025

Title 24
Cal Green Notes

JOB NO. 25.519 **SHEET**
DRAWN TN
CHECK
DATE 06.06.2025
T5



NORTH

BACKYARD REMODEL

1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

EXISTING BUILDING INFORMATION

YEAR OF ORIGINAL CONSTRUCTION:	2023
CONSTRUCTION TYPE:	TYPE VB, NON RATED
SPRINKLERS:	YES
EXISTING MAIN HOUSE:	2 STORY - SINGLE FAMILY DETACHED 4,838 SF
PROJECT DATA:	
LOT AREA:	12,719 SF
OCCUPANCY:	R-3/U
ZONING:	ALAMEDA

EXISTING SITE INFORMATION

- EXISTING LOT = 12,719 SQ. FT. (0.291 ACRES)
- EXISTING RESIDENCE = 4,838 SQ. FT.
- EXISTING GARAGE = 525 SQ. FT.
- EXISTING FLOOR AREA RATIO = 0.38 (4,838 / 12,719)
- EXISTING LOT COVERAGE = 0.26 (3,300 / 12,719)
- EXISTING IMPERVIOUS SURFACE:
  - DRIVEWAY = 680 SQ. FT.
  - PORCH + COVERED PATIO = 545 SQ. FT.
  - MAIN HOUSE/GARAGE = 2,818 SQ. FT.
  - TOTAL = 4,043 / 12,719 (0.31)

PROPOSED SITE INFORMATION

- EXISTING LOT = 7,242 SQ. FT. (0.166 ACRES)
- EXISTING RESIDENCE = 1,757 SQ. FT.
- PROPOSED KITCHEN PAVILION / STORAGE = 360 SQ. FT.
- PROPOSED FLOOR AREA RATIO = 0.38 (4,898 / 12,719)
- PROPOSED LOT COVERAGE = 0.26 (3,555 / 12,719)
- PROPOSED IMPERVIOUS SURFACE:
  - DRIVEWAY = 680 SQ. FT.
  - PORCH + COVERED PATIO = 545 SQ. FT.
  - MAIN HOUSE/GARAGE = 2,818 SQ. FT.
  - KITCHEN PAVILION = 360 SQ. FT.
  - POOL + POOL CABANA = 771 SQ. FT.
  - TOTAL = 5,173 / 12,719 (0.40)

SITE NOTES

1. THIS SITE PLAN IS NOT A SURVEY. IT IS PROVIDED FOR BUILDING AND SITE WORK LAYOUT ONLY. THE CONTRACTOR SHALL VERIFY ON SITE ALL GRADES, EXISTING IMPROVEMENTS, PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, AND SUB-STRUCTURES. WHERE DISCREPANCIES OCCUR, CONTACT ARCHITECT.
2. FINISH GRADE SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING. SEE SOILS REPORT FOR ANY SPECIFIC REQUIREMENTS.
3. ALL ROOF DRAINAGE SHALL BE PIPED TO STREET OR APPROVED DRAINAGE FACILITY.
4. IRRIGATION SYSTEM SHALL BE DESIGNED TO PREVENT THE SATURATION OF SOIL ADJACENT TO BUILDING.
5. WHERE DISCREPANCIES BETWEEN SOILS REPORT AND ARCHITECT'S DRAWINGS OCCUR, CONTACT ARCHITECT.
6. PROVIDE EXPANSION AND CONTROL JOINTS IN ALL EXTERIOR CONCRETE SLABS. SPACING OF JOINTS SHALL BE PER INDUSTRY STANDARD.
7. PAD GRADE UNDER BUILDING SHALL HAVE POSITIVE SLOPE TO A PERFORATED DRAIN PIPE SET IN A GRAVEL TRENCH. EXTEND PIPE TO ALL PORTIONS OF UNDERFLOOR AREA. PIPE SHALL DISCHARGE TO STREET OR APPROVED DRAINAGE FACILITY.
8. A PERFORATED DRAIN SET IN A GRAVEL TRENCH SHALL BE INSTALLED AROUND THE ENTIRE PERIMETER OF THE FOUNDATION. THE DRAIN SHALL DISCHARGE INTO THE STREET OR APPROVED DRAINAGE FACILITY. SEE SOILS REPORT FOR ANY SPECIFIC REQUIREMENTS.
9. FOR INFORMATION & SCOPE NOT NOTED SHALL BE COORDINATED BY THE CONTRACTOR OR NOTED IN THE CIVIL, LANDSCAPE, MECHANICAL, ELECTRICAL &/OR PLUMBING DRAWINGS.

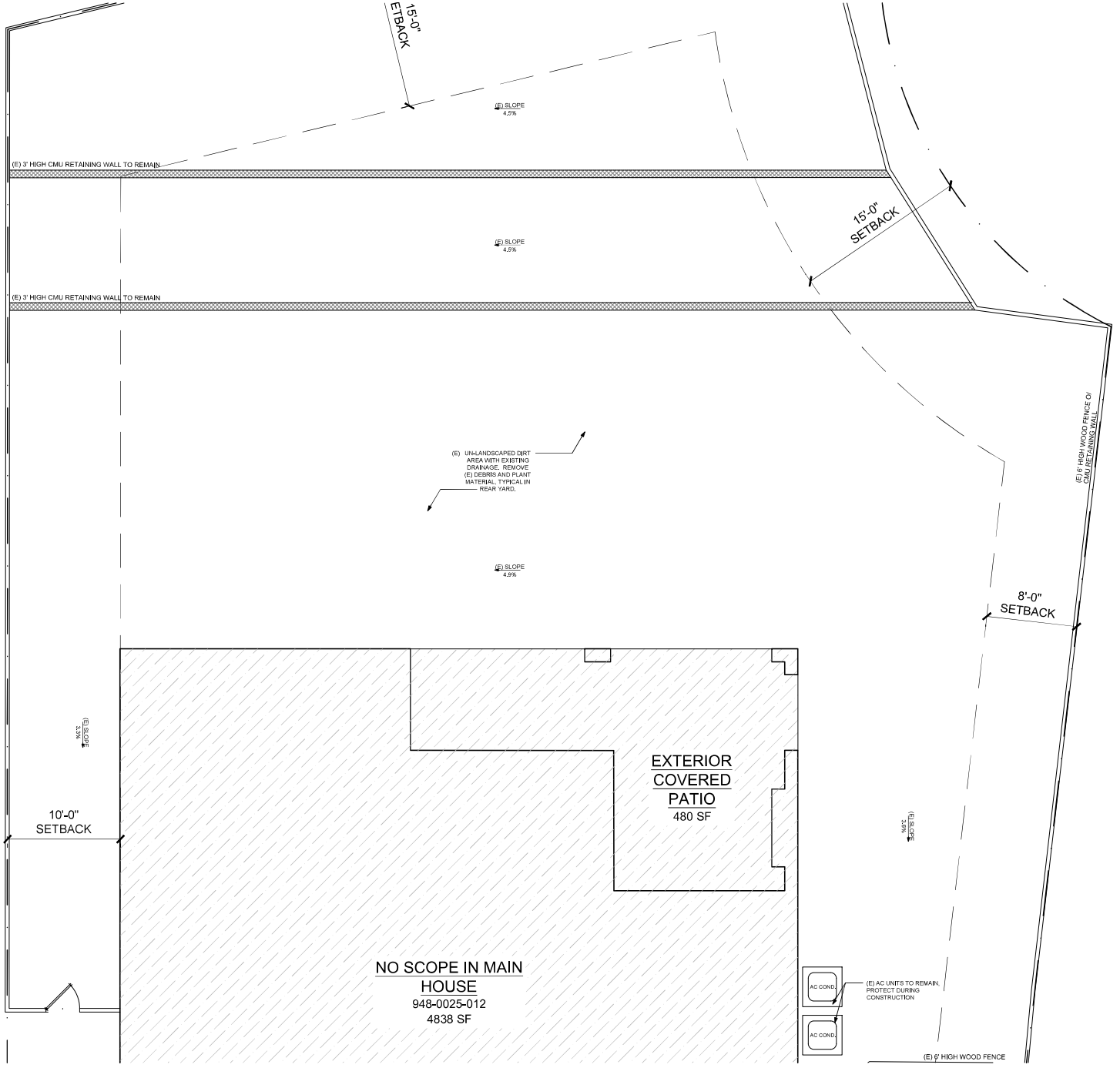
REVISIONS

PUD MODIFICATION 11.17.2025

Proposed Site Plan

0 8 16 32

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BACKYARD REMODEL

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PLEASANTON, CA
APN: 948-0025-012

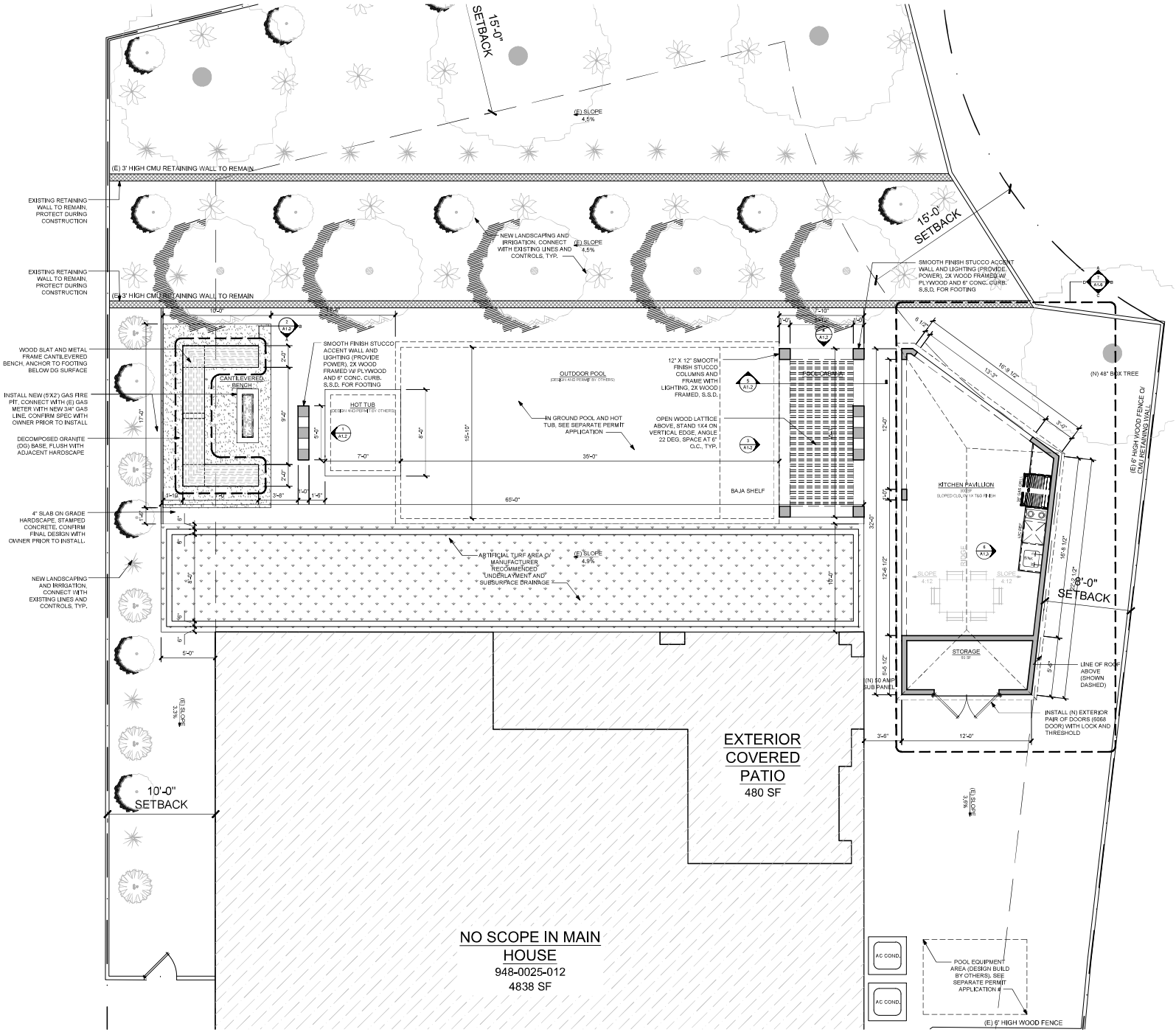
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PUD MODIFICATION 11.17.2025

Existing / Demolition Floor Plan

0 4 8 16

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DATE 06.06.2025 A0.2



BACKYARD REMODEL

1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

REVISIONS

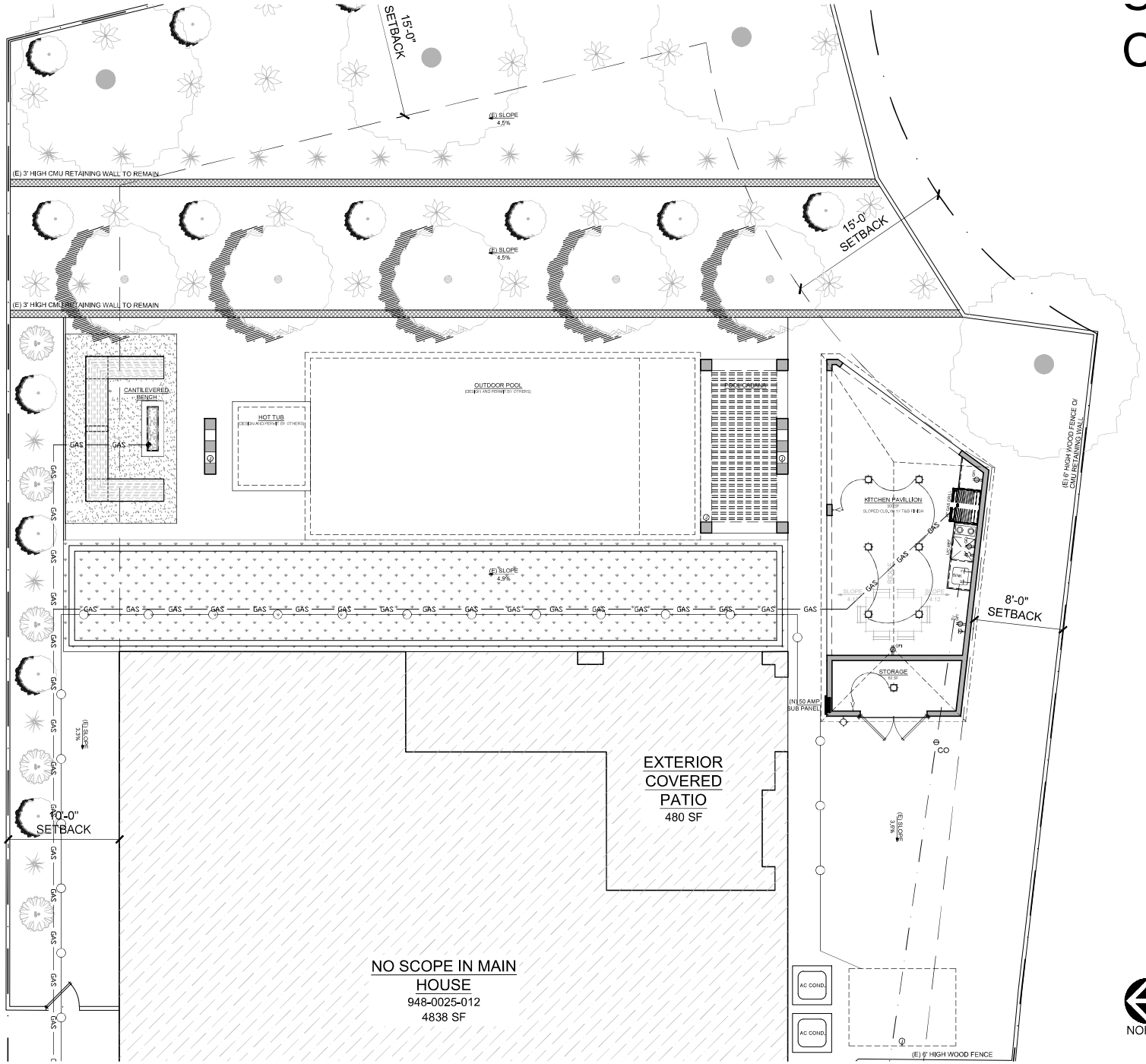
PUD MODIFICATION 11.17.2025

Proposed Enlarged Site Plan

0 4 8 16

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DATE 06.06.2025	

NORTH



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BACKYARD REMODEL
1011 VISTA OAKS CT.
PLEASANTON, CA
APN: 948-0025-012

REVISIONS
PUD MODIFICATION 11.17.2025

Proposed Electrical and Lighting Plan

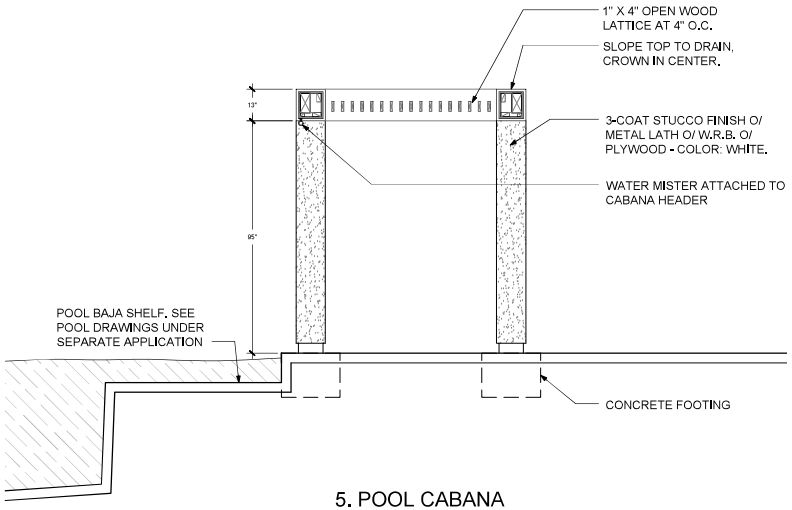
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JOB NO. 25.519
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DATE 06.06.2025

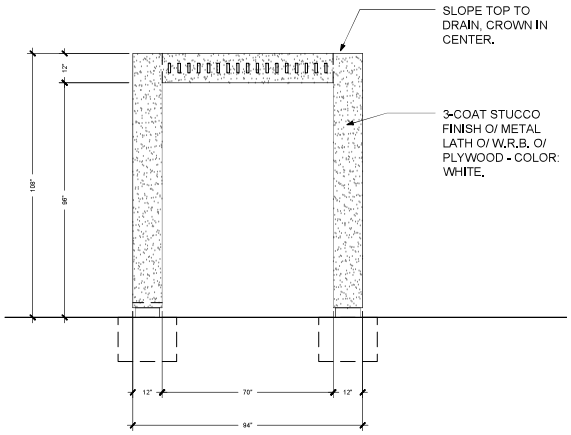
SHEET A1.1

BACKYARD REMODEL

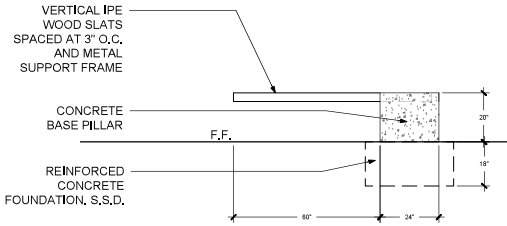
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PLEASANTON, CA
APN: 948-0025-012



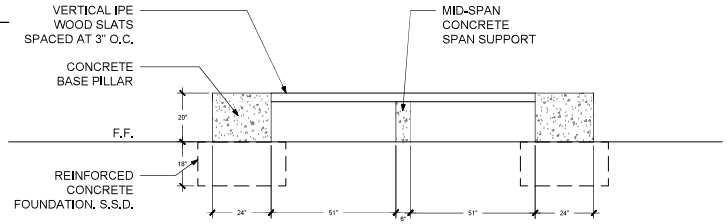
5. POOL CABANA
SECTION



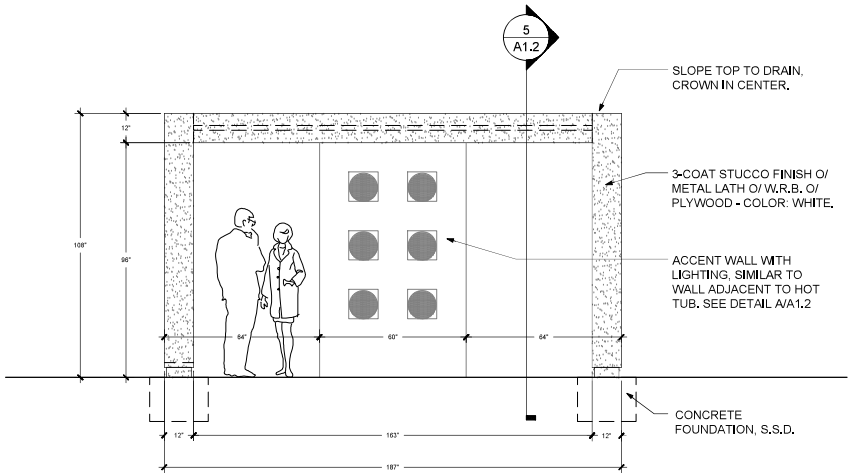
4. POOL CABANA



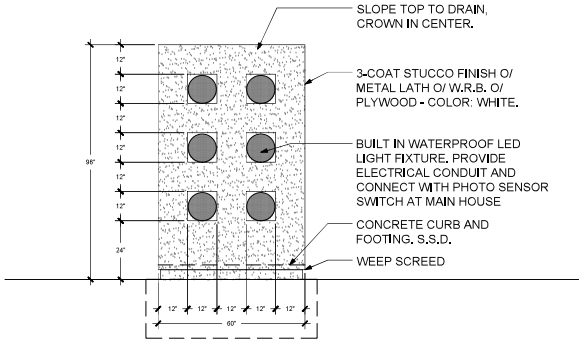
2. EXTERIOR BENCH
ELEVATION A



2. EXTERIOR BENCH
ELEVATION B



3. POOL CABANA



1. EXTERIOR WALL
ACCENT WALL

REVISIONS

PUD MODIFICATION	11.17.2025

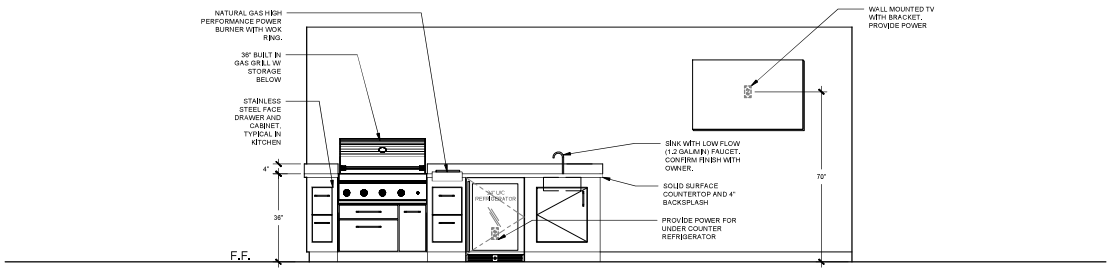
Proposed Elevations

0 2 4 8

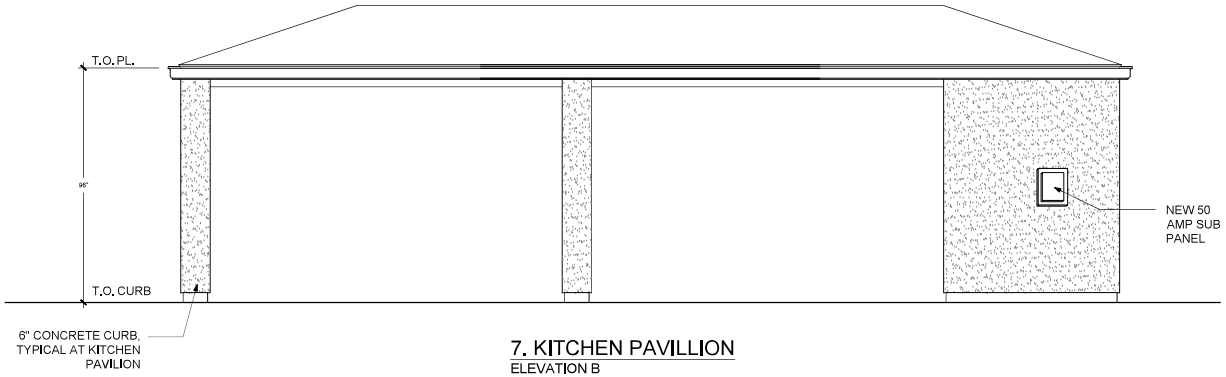
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BACKYARD REMODEL

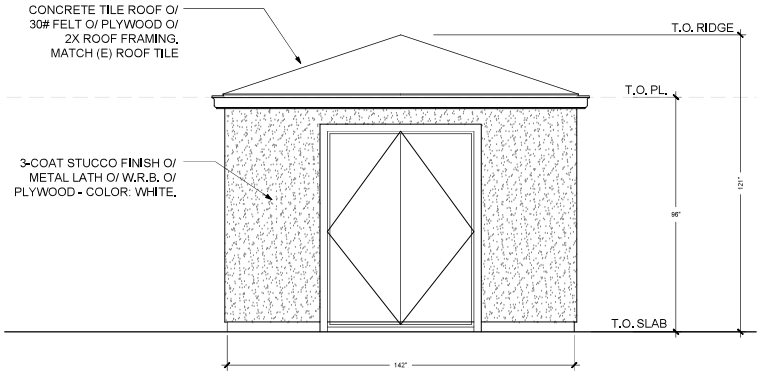
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APN: 948-0025-012



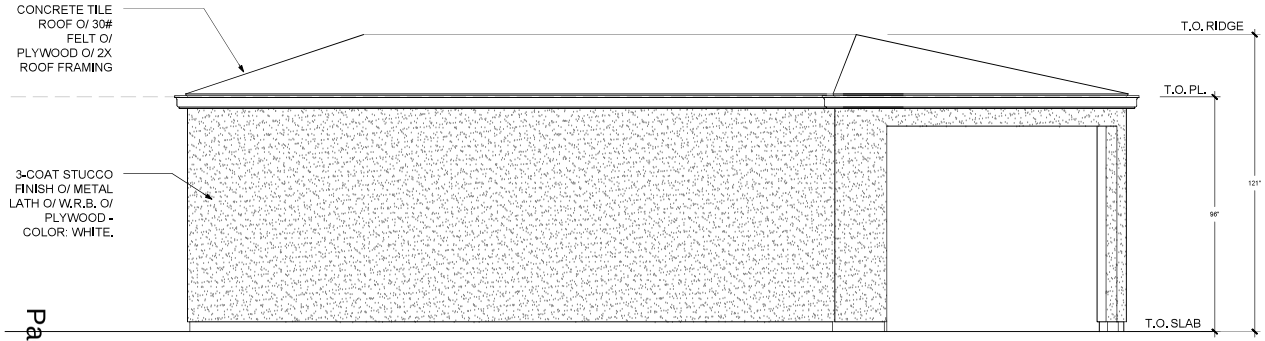
6. KITCHEN PAVILLION
INTERIOR ELEVATION



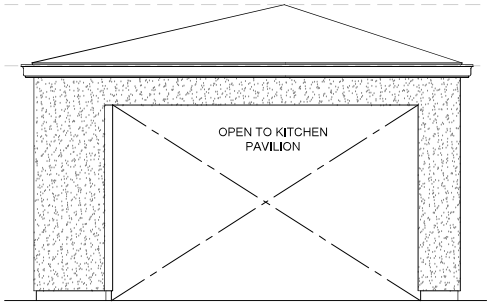
7. KITCHEN PAVILLION
ELEVATION B



7. KITCHEN PAVILLION
ELEVATION A



7. KITCHEN PAVILLION
ELEVATION D



7. KITCHEN PAVILLION
ELEVATION C

REVISIONS

PUD MODIFICATION 11.17.2025

Proposed Kitchen Pavilion Elevations

0 2 4 8

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DATE 06.06.2025	

STRUCTURAL NOTES

1. All details of construction shall be conform with the 2022 edition of the California Building Code (CBC).

2. Where certain construction feature are not fully shown, the construction shall be similar to detailed conditions shown elsewhere. Similar conditions are often described rather than drawn within the basic detail. The shop drawings shall detail all conditions.

3. The General Building Contractor shall be solely responsible for all excavation procedures including lagging, shoring and the protection of adjacent property, structures, streets and utilities.

4. Structural concrete shall have a 5 sack cement mix with 1-1/2" maximum aggregate and a slump of 4" +/- 1", and shall obtain a compressive strength of 2500 psi for concrete slab on grade, and 3000 psi for grade beams and piers at 28 days. Concrete shall be cured in accordance with ACI 318-19, Chapter 5. Design based on f'c = 2500 psi, no special inspection is required.

5. Material for capillary break under concrete slab on grade shall be gravel or crushed rock as specified in the soil report. Rock course shall be rolled to a smooth surface. A 2" minimum layer of sand shall be placed over the sub-slab vapor barrier or membrane.

6. Reinforcing steel shall be ASTM 615, deformed bars, grade 60, Minimum lap splices for bar sizes shall be as follow:

   #3 - 2'-6" #4 - 3'-0" #5 - 3'-6" #6 - 4'-0"

   #7 - 4'-6" #8 - 5'-0" #9 - 5'-6"

   Minimum cover for reinforcement in concrete construction shall be as follows:

   3" For concrete cast against and permanently exposed to earth.
   2" For formed concrete exposed to earth or weather.
   1-1/2" For reinforcement in beams and columns.
   3/4" For reinforcing in slabs.

   Also reference to the 2022 CBC Section 1907, and ACI 318-19 Chapter 12 for addition information.

7. Structural steel work shall be in accordance with "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" of the American Institute of Steel Construction (AISC). Structural steel shall be as follows:

   (a) Steel shapes and plates: ASTM A36
   (b) Structural tubing: ASTM A53, Grade B or ASTM A501
   (c) High strength bolts: ASTM A325
   (d) Anchor bolts: ASTM A307, GRADE A
   (e) Filler metals for welding: E70

8. Shop drawing shall be provided to the Engineer for review of structural steel showing all locations, marking, quantities, material, sizes and shapes, and indicating all methods of connecting, anchoring, fastening, bracing and attaching to the work of other trades. Show details, including cuts, copes, connections, holes, threaded fasteners, and welds in accordance with AMS.

9. All welding shall be done in accordance with the latest edition of the AWS code for welding in Building Construction.

10. Metal connectors, holdowns, straps, etc. designated on plans are Simpson "Strong Tie". Equivalent hardware may be used. All hardware shall be installed in accordance with manufacturer's recommendation and standards.

11. Unless otherwise noted, framing lumber shall be as follows:

   (a) Posts and beams: D.F. #1 and better F.O.H.C.
   (b) Other framing lumber: D.F. #2 and better
   (c) Studs: Stud or better
   (d) Mudsills: Pressure treated D.F.

   All wood in contact with concrete or soil, and permanently exposed to the weather must be pressure treated in accordance with AWPI Standards.

   Wood moisture content shall be at 19% maximum at time of installation and fabrication.

12. Roof sheathing shall be 1/2" C-DX APA 32/16, 5 ply plywood, installed with face grain perpendicular to the framing with the end joints staggered. Nailing shall be 8d common nails @ 6" on center at panel edges and 12" on center in field.

13. Plywood subflooring shall be 3/4" T & G 48/24 plywood, installed with face grain perpendicular to the framing and glue nailed with 10d common nails @ 6" on center at panel edges and 10" on center in field.

14. All floor sheathing shall be glued to the joists. The field glued floor system shall be installed according to the recommendation of the American Plywood Association. Glue shall be applied to the joists and to the groove in the edge of T & G panels. Glue shall meet the requirement of the American Plywood Associates Adhesive Specification and shall be applied as directed by the glue manufacturer. Glue may be applied manually or with pneumatic or electric equipment. For exterior balconies and exterior decks, use Pressure Treated plywood sheathing with galvanized nails and fasteners.

15. Shear walls are shown on the plans and details: ▽ . Sheathing shall be Structural I or II CDX with APA 24/0 or better. All plywood edges and ends shall be blocked and nailed. Sheathing shall continue around window and door openings to complete trimming out of walls. Sheathing may be placed on opposite face of wall shown on the plans, provided it will be consistent with architectural plans and details, and length of the shearwall sheathed remains the same or is greater. Sheathing shall be nailed to all holdown posts with nailing specified for edges.

16. All gypsum wallboard and gypsum sheathing board shall be installed in accordance with the provisions of 2022 CBC Chapter 25, and shall be nailed to all framing member, plates and blocking. Gypsum wallboard may be applied parallel or perpendicular to the studs. Gypsum sheathing board 4' wide may be applied parallel or perpendicular to the studs. 2' wide pieces shall be applied perpendicular to the studs. Use 5d cooler nails at 6" o.c. all edges.

17. Provide double floor joists for partition walls parallel to the floor framing. Provide solid blocking for partition walls perpendicular to the floor framing.

18. Parallam beams, LSL and LVL joists must have an allowable bending stress of 2900 psi, and allowable shearing stress of 290 psi and the modulus of elasticity 2000 ksi.

19. Shearwalls more than one vertical panel in height shall have either vertical or horizontal splice joints staggered. At continuous horizontal joints, the blockings shall be 3" nominal or thicker.

21. All wood beam, posts, glue-laminated beams and parallam beams must be pressure treated, or graded for exterior uses.

22. Contractor shall verify dimensions, property lines, location of new framing members, line of supports, locations of anchor bolts, holdowns, existing site conditions, drainage trenches, etc. prior of the construction. Should any conditions exist or result during the construction which differ from those detailed on the Structural Drawings, the Engineer shall be notified immediately.

23. Dimensions that are dependent to the existing construction are approximate and subject to field change. Dimensions on the structural drawings shall be verified with the Architectural drawings. Discrepancies shall be brought to the attention of the Architect and the Engineer.

24. Existing construction and related new work are shown and noted per existing drawings. Should the as-built construction differ from it shown, the contractor shall notify the Architect and the Engineer prior to continue with any related work.

25. The contractor shall provide shoring to the new and existing construction through out all construction phases. The contractor is responsible for the design and construction of any temporary bracing, included but not limited to lateral force resisting elements required to resist wind, earth or earthquake forces during construction. The Engineer job site observation is not intended to include for the adequacy of the contractor's safety measures.

26. If the project is revised or conditions different from those detailed are encountered during construction, the Engineer shall be notified immediately.

27. Each contractor shall familiarize himself with all specified details and products relating to his work and submit written objections prior to bidding if the contractor has an objection to any detail, product and/or discrepancies between drawings and specifications.

28. Construction review is not a mandatory requirement by the structural engineer office, and LYA structural engineers are not in contract with the property owner to perform such service. It is our recommendation to the property owner that to have the project structural engineer perform construction review on the structural items of the construction. The Contractor shall give the Engineer at least 48 hours notices, so that the Engineer can conduct on-site construction review.

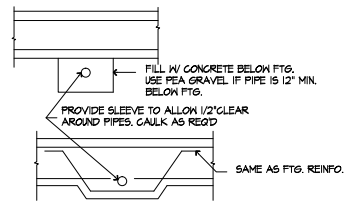
29. Larson, Yuen Associates, Inc., Structural Design Engineer, is not responsible for any other aspect of the structural design other than shown on the Structural Drawings, nor does the Engineer assume any duty to provide supervision of construction methods and processes.

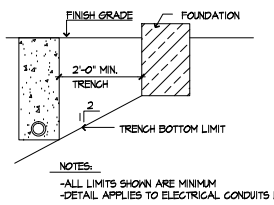
29. Design live load include the followings:

   (a) Vertical Loads
      (1) Roof: 20.0 psf
   (b) Wind Load:
      (1) Basic Wind Speed: 87 mph
      (2) Wind Exposure C
      (3) P = 18.0 psf
   (c) Seismic:
      (1) Seismic :Design Catagory D
      (2) Site Class: D
      (3) V = . 326 W

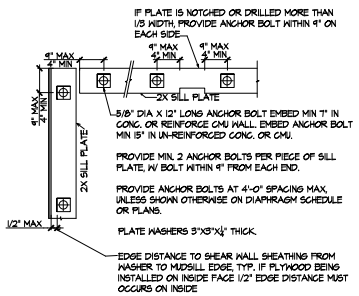
31. All fasteners, nails and bottom used in pressure treated lumber must be galvanized or stainless steel.

32. No Soil investigation report available for engineering. New foundation are spread footings.
Assume Allowable Soil Bearing Capacity = 1,500.00 psf

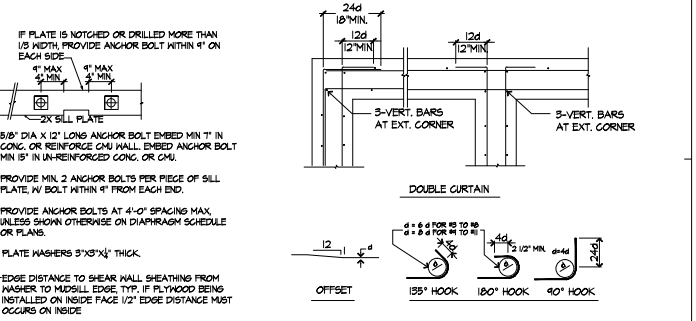




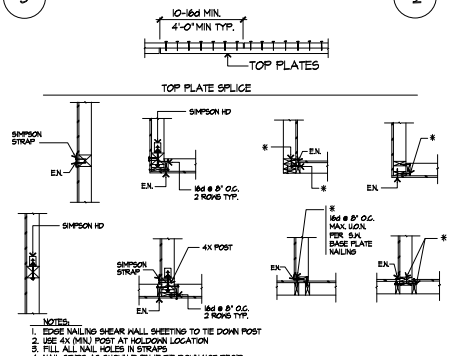
1 PIPES AND DUCTS IN FOUNDATION

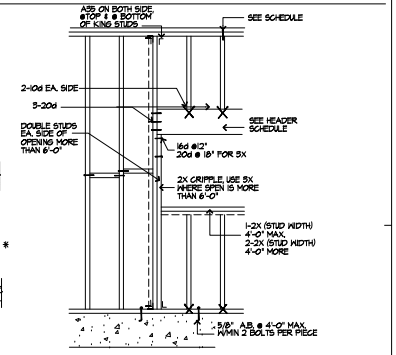


3 TYPICAL SILL PLATE DETAILS



2 TYPICAL REBARS DETAILS



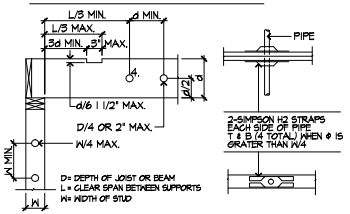


HEADER SCHEDULE (UNLESS OTHERWISE NOTED ON PLAN)

MAX.SPAN	BEARING WALL		NON-BEARING WALL		SIZE & NUMBER OF TRIM STUDS NUMBER OF FLOORS ABOVE HEADER @ ROOF	1 FLOOR	2 FLOOR
5'-0"	4X6	6X6	4X4	6X4	1 - 2 X	1 - 2 X	2 - 2 X
5'-0"	4X8	6X6	4X6	6X4	1 - 2 X	1 - 2 X	1 - 4 X
8'-0"	4X10	6X8	4X8	6X6	1 - 2 X	2 - 2 X	1 - 4 X 4
10'-0"	4X12	6X10	4X10	6X8	2 - 2 X	1 - 4 X 4	1 - 4 X 6
12'-0"	4X14	6X12	4X12	6X10	2 - 2 X	1 - 4 X 6	1 - 4 X 6

NOTES:
1. BEARING WALLS ARE THOSE WALLS SUPPORTING ROOF AND OR FLOOR MEMBERS SPANING MORE THAN 6'-0"
2. TRIMMER STUDS ONLY NEED TO BE INCREASED (IN SIZE & NUMBER) IF THE TRIMMER STUDSAT THE FLOOR IN QUESTION IS DIRECTLY BELOW
3. USE 4X OR 2-2X BLK'G MEMBERS UNDER A 4X OR DOUBLE TRIMMER STUDS.

WALL FRAMING



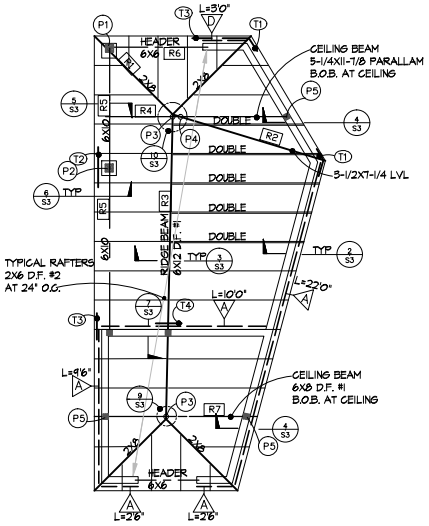
4 TYPICAL WALL FRAMING DETAILS

LYA
Larson, Yuen Associates, Inc.
Structural Design Engineers
1007 Almanor Lane
Lafayette, CA 94549
1-925-284-1807
FAX 1-925-284-1957

Tung Residence
Backyard Remodel
1011 Vista Oaks Ct.
Pleasanton, CA

REVISIONS

PROJECT No. LYA # 4032
SCALE N.T.S.
DRAWN TWY CHECKED
DATE June 2025
SHEET TITLE TITLE
STRUCTURAL NOTES AND GENERAL DETAILS
SHEET No. S-1
Sheet 1 of 4



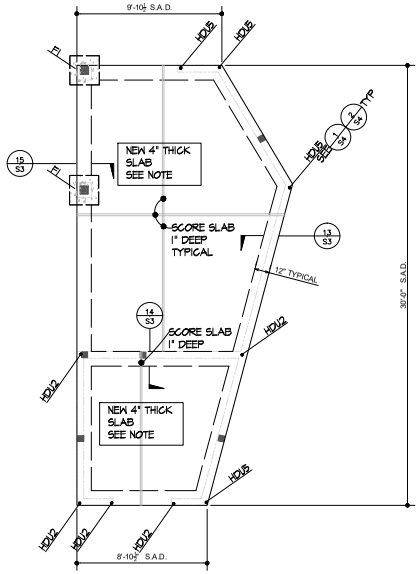
PAVILLION ROOF FRAMING

Roof Framing notes:

1. All headers at exterior walls and interior load bearing walls are 4x12 D.F. #1 at 2x4 stud walls, and 6x8 D.F. #1 at 2x6 stud walls, typically, unless otherwise noted on plans.
2. All exterior wall, shearwall and bearing wall must be balloon framed. For wall height taller than 10 feet, use 2x6 studs at 16" on center, no vertical splice is allowed.
3. Provide full width post at all beams supports. Strap beam to supporting post with Simpson TS22 straps on each face of the beam to supporting post at each ends, unless otherwise noted on plans.
4. At king post, provide 4x full width post from ceiling beam or header to the roof beam. Provide Simpson "PC" cap bottom to the supporting beam. Where roof beam is parallel or perpendicular to the king post, provide Simpson "PC", otherwise use two Simpson MTS30 straps connecting the roof beam to the king post at top.
5. New rafters at Kitchen Pavilion are 2x6 D.F. #2 spaces at 24" on center. Provide Simpson "LUS26" hangers from rafters to supporting beams.
6. Typical roof sheathing:
   1/2" plywood, CDX, 32/16, 5 ply, with 8d common nails at 6" on center at edges, and 12" on center in field. Plywood sheathing to be installed perpendicular to the framing.

Lower Level and Foundation Notes:

1. Holdowns shown on the foundation plan are occurs at the bottom of the designated shearwalls to foundation. Provide 4x post at all holdowns, unless otherwise noted on plans.
2. Concrete slab @ Kitchen and Storage area
   4" concrete slab, reinforce with #4 bars at 12" on center, both directions, centered in slab, over 2" sand, over 10 mil vapor retarder, over 4" thick ¾" clean crushed rocks, and over soaked prepared subgrade compacted to 95% relative compaction. Provide 1" deep score cut on slab surface no more than 10 ft on center in both directions.
3. Concrete slab @ Cabana
   4" concrete slab, reinforce with #4 bars at 12" on center, both directions, centered in slab, over 2" sand, , over 4" thick ¾" clean crushed rocks, and over soaked prepared subgrade compacted to 95% relative compaction. Provide 1" deep score cut on slab surface no more than 10 ft on center in both directions.
4. All exterior grades must be sloping away from the foundation.
5. **Verify all dimension with Architectural plans prior to the commence of the construction.48tsant Hilirive**



PAVILLION FOUNDATION

STRAP LEGEND:

T1 —— **HORIZONTAL SIMPSON ST6224 AT CORNER TOP PLATES SPLICE.**

T2 —— **HORIZONTAL SIMPSON MST48 AT BEAM SPLICE, CENTER STRAP AT SPLICE.**

T3 —— **HORIZONTAL SIMPSON ST6236 FROM BEAM TO ADJACENT WALL, CENTER STRAP AT CROSS WALL.**

T4 —— **HORIZONTAL SIMPSON ST6236 AT BROKEN TOP PLATES, CENTER STRAP AT POST.**

POST AND KING POST SCHEDULE

P1 Continuous 6X6 P.T. post to beam with ECCQ cap at top, and CBSQ base at bottom.
P2 Continuous 6X6 P.T. post to beam with CCQ cap at top, and CBSQ base at bottom.
P3 6x6 king post with Simpson EPC cap at top and PC cap at bottom to beam or header.
P4 4x6 king post with Simpson H7Z strap at top to hip beam, and PC cap at bottom to beam or header.
P5 4x6 continuous post in wall at beam with Simpson LTS12 strap at top to ceiling beam, see detail 4/S4.
P6 Continuous 6X6 P.T. post to beam with ECCQ cap at top, and MPB66Z base at bottom, see 3/S4.

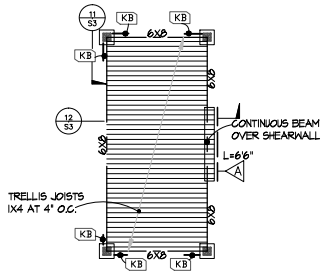
KB 6x6 P.T. knee brace, see detail 11/S3.

LEGEND:
B.O.B. -- BOTTOM OF BEAM.
S.A.D. -- SEE ARCHITECTURE PLAN.

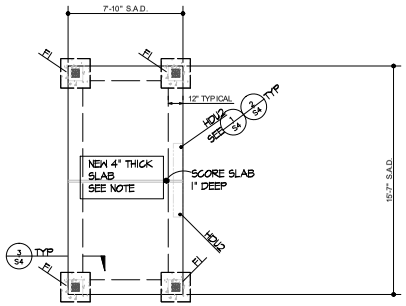
FOOTING SCHEDULE:

F1 ---- FOOTING 2'0" SQUARE X 15" THICK. REINFORCE WITH 3-#4 BARS EACH WAY, SEE DETAIL 3/S4 AND 15/S3.

NOTE:
ALL CABANA FRAMING ARE PRESSURE TREATED OR DENSE REDWOOD LUMBERS



POOL CABANA TRELLIS FRAMING



POOL CABANA FOUNDATION

LYA
Larson, Yuen Associates, Inc.
Structural Design Engineers
1007 Almanor Lane
Lafayette, CA 94549
1-925-284-1807
FAX 1-925-284-1957

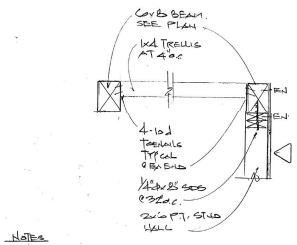
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Pleasanton, CA

REVISIONS

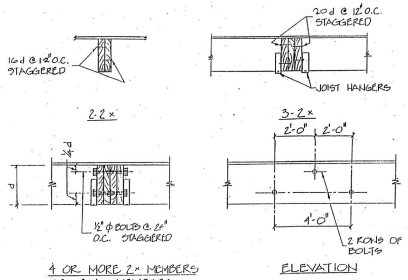
PROJECT No. LYA # 4032
SCALE 1/4" = 1'-0"
DRAWN TWY CHECKED
DATE June 2025

SHEET TITLE
Pavillion Roof Framing, Pool Cabana Trellis Framing and Foundation Plan

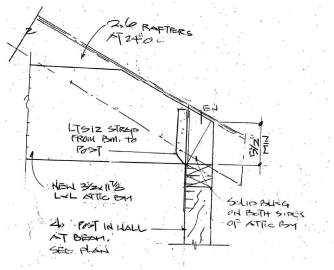
SHEET No.
S-2
Sheet 2 of 4



12 TRELLIS JOISTS TO BEAM



8 TYPICAL BUILT-UP MEMBERS

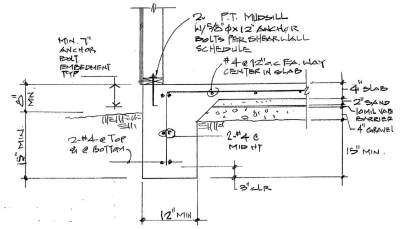


4 TAPER BEAM END OVER WALL

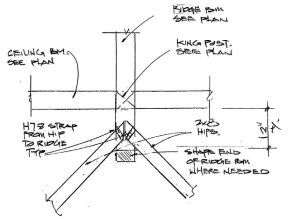
Symbol	Shear Diaphragm/ Edges Nailing	Base Plate Nailing	Sill Bolts Spacing	Rim jst/blk'g to top plate / sill connection	Allow. Shear Capacity
A	15/32" C-DX Plywd/ 8d @ 6" o.c.	6" o.c. 2x Plate	4'-0"o.c. 2x Plate	Simpson A35 @ 24" o.c.	260 lb/ft
B	15/32" C-DX Plywd/ 8d @ 4" o.c.	4" oc. 2x Plae	2'-6"o.c. 2x Plate	Simpson A35 @ l6" o.c.	350 lb/ft
C	15/32" C-DX Plywd/ 8d @ 3" o.c. 3x stud @ plywd joint	SDS6 6" o.c 2x plate	2'-0"o.c. on 3 x plate or 1'-0"o.c. on 2 x plate	Simpson A35 @ 2" o.c.	490 lb/ft
D	15/32" C-DX Plywd/ 8d @ 2" o.c. 3x stud @ plywd joint	SDS6 6" o.c. Staggered 2x plate	1'-6"o.c. on 3 x plate or 0'-9"o.c. on 2 x plate	Simpson A35 @ 1" o.c.	636 lb/ft

Notes:
1. Plywood to C-DX STR II minimum, nailed directly to studs with field nailing at 12" on cener. For edge nailing, refer to schedule.
2. All nails shall be common nails, 8d or 10d as specified above.
3. All base plate nails are 16d common nails.
4. All nails fasten to pressure treated wood must be galvanized.
5. All sill bolts are 5/8" diameter x 12"long galvanized with 3"x3"x1/4" thick plate washers.
6. Pre-drill nail holes for 8d @ 2"o.c.; 10d @;"o.c.; 16d @ 4"o.c. or less.
7. When no tie-down is indicated on the plan, corner studs shall be nailed to each other with 16d @ 8" o.c.
8. Where shear wall has not been indicated, al framing nailing shall conform to table 2304.10.2 o'the 2022 CBC.
9. 20d nails to be 5-3/8" long minimum.
10. For shearwall with plywood on both faces, stagger plywood joints on different stud.
11. At existing wall, upgrade anchor bolts spacng with 5/8" diameter expansion bolts with a minimun of 5" embedment as anchor bolts.
12. Shearwall types other than A and B, foundation sill plates and all framing members receiving edge nailing from abutting panels shall not be less than a single 3x nominal member and foundation sill plates sall not be less than a single 3x nominal member.
13. Use galvanized nails when fasten to pressurn treated member. Galvanized nails shall be hot-dipped or tumbled.
14. Plywood may be installed either horizontally or vertically. For shearwalls more than one vertical panel in height shall have either vertical or horizontal staggered spliced joints. At continuous horizontal joints the blocking shall be 3" nominal or thicker. Flat blocking receiving 10d nails shall be 3" x 4" nominal or larger.

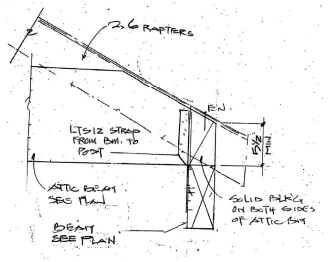
1 SHEAR WALL SCHEDULE



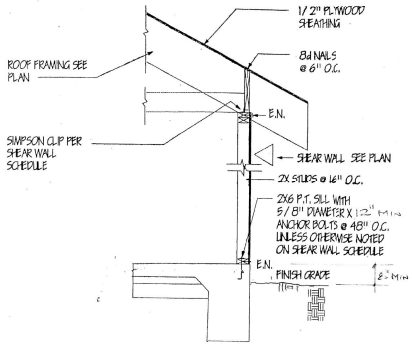
13 TYPICAL PERIMETER FOOTING DETAIL



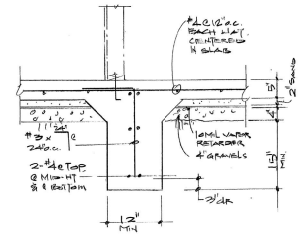
9 HIPS TO RIDGE OVER STORAGE



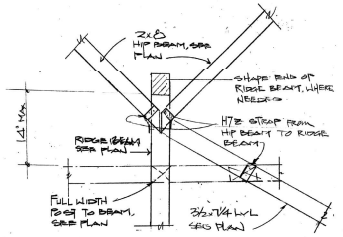
5 TAPER BEAM END OVER BEAM



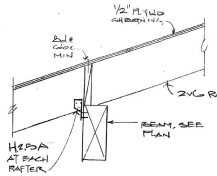
2 TYPICAL SHEAR TRANSFER DETAIL



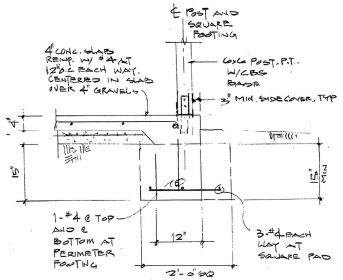
14 TYPICAL INTERIOR FOOTING DETAIL



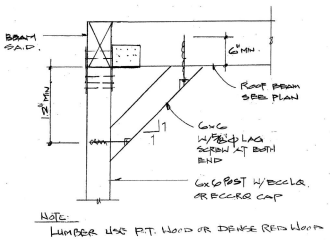
10 HIPS TO RIDGE OVER KITCHEN



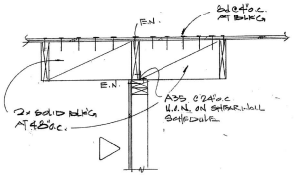
6 RAFTERS TO BEAM



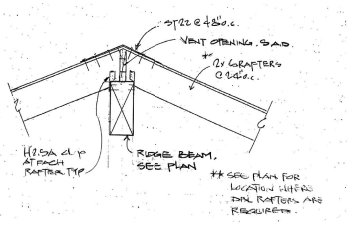
15 POST TO FOOTING AT KITCHEN PAVILION



11 DDTAIL AT KNEE BRACE



7 INTERIOR SHEAR WALL TO RAFTERRS



3 DETAIL AT RIDGE

LYA
Larson, Yuen Associates, Inc.
Structural Design Engineers
1007 Almanor Lane
Lafayette, CA 94549
1-925-284-1807
FAX 1-925-284-1957

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SHEET TITLE TITLE
DETAILS
SHEET No. S-3
Sheet 3 of 4

DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER[a]	SPACING AND LOCATION
Wall		
20. 1" × 8" and wider sheathing to each bearing	3-8d common ($2^1/_2$" × 0.131"); or 3-8d box ($2^1/_2$" x 0.113"); or 3-10d box (3" × 0.128"); or 3-$1^1/_2$" 16 gage staples, 1" crown	Face nail
	Wider than 1" × 8" 3-8d common ($2^1/_2$" x 0.131"); or 4-8d box ($2^1/_2$" × 0.113"); or 3-10d box (3" × 0.128"); or 4-$1^1/_2$" 16 gage staples, 1" crown	
Floor		
21. Joist to sill, top plate, or girder	4-8d box ($2^1/_2$" × 0.113"); or 3-8d common ($2^1/_2$" × 0.131"); or floor 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	Toenail
	8d box ($2^1/_2$" × 0.113")	4" o.c., toenail
22. Rim joist, band joist, or blocking to top plate, sill or other framing below	8d common ($2^1/_2$" × 0.131"); or 10d box (3" × 0.128"); or 3" × 0.131" nails; or 3" 14 gage staples, $^7/_{16}$" crown	6" o.c., toenail
23. 1" × 6" subfloor or less to each joist	3-8d box ($2^1/_2$" × 0.113"); or 2-8d common ($2^1/_2$" × 0.131"); or 3-10d box (3" × 0.128"); or 2-$1^1/_2$" 16 gage staples, 1" crown	Face nail
24. 2 subfloor to joist or girder	3-16d box ($3^1/_2$" × 0.135"); or 2-16d common ($3^1/_2$" × 0.162")	Blind and face nail
25. 2" planks (plank & beam – floor & roof)	3-16d box ($3^1/_2$" × 0.135"); or 2-16d common ($3^1/_2$" × 0.162")	Each bearing, face nail
26. Built-up girders and beams, 2" lumber layers	20d common (4" × 0.192")	32" o.c., face nail at top and bottom staggered on opposite sides
	10d box (3" × 0.128"); or 3" × 0.131" nails; or 3" 14 gage staples, $^7/_{16}$" crown	24" o.c. face nail at top and bottom staggered on opposite sides
	And: 2-20d common (4" × 0.192"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	Ends and at each splice, face nail
27. Ledger strip supporting joists or rafters	3-16d common ($3^1/_2$" × 0.162"); or 4-16d box ($3^1/_2$" × 0.135"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails; or 4-3" 14 gage staples, $^7/_{16}$" crown	Each joist or rafter, face nail
28. Joist to band joist or rim joist	3-16d common ($3^1/_2$" × 0.162"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails; or 4-3" 14 gage staples, $^7/_{16}$" crown	End nail
29. Bridging or blocking to joist, rafter or truss	2-8d common ($2^1/_2$" × 0.131"); or 2-10d box (3" × 0.128"); or 2-3" × 0.131" nails; or 2-3" 14 gage staples, $^7/_{16}$" crown	Each end, toenail

DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER[a]	SPACING AND LOCATION	
Wood structural panels (WSP), subfloor, roof and interior wall sheathing to framing and particleboard wall sheathing to framing[e]			
		Edges (inches)	Intermediate supports (inches)
30. $^3/_8$" – $^1/_2$"	6d common or deformed (2" × 0.113"); or $2^1/_4$" × 0.113" nail (subfloor and wall)	6	12
	8d common or deformed ($2^1/_2$" × 0.131"× 0.281" head) (roof) or RSRS-01 ($2^1/_4$" × 0.113") nail (roof)[f]	6[g]	6[g]
	$1^1/_2$" 16 gage staple, $^7/_{16}$" crown (subfloor and wall)	4	8
	$2^1/_2$" × 0.113"× 0.266" head nail (roof)	3[g]	3[g]
	$1^3/_4$" 16 gage staple, $^7/_{16}$" crown (roof)	3[g]	3[g]
31. $^{19}/_{32}$" – $^3/_4$"	8d common ($2^1/_2$" × 0.131"); or deformed (2" × 0.113") (subfloor and wall)	6	12
	8d common or deformed ($2^1/_2$" × 0.131" × 0.281" head) (roof) or RSRS-01 ($2^1/_4$" × 0.113") nail (roof)[f]	6[g]	6[g]
32. $^7/_8$" – $1^1/_4$"	$2^1/_4$" × 0.113"× 0.266" head nail; or 2" 16 gage staple, $^7/_{16}$" crown	4	8
	10d common (3" × 0.148"); or deformed ($2^1/_2$" × 0.131" × 0.281" head)	6	12
Other exterior wall sheathing			
33. $^1/_2$" fiberboard sheathing[h]	$1^1/_2$" × 0.120", galvanized roofing nail ($^7/_{16}$" head diameter); or $1^1/_4$" 16 gage staple with $^7/_{16}$" or 1" crown	3	6
34. $^{25}/_{32}$" fiberboard sheathing[h]	$1^3/_4$" × 0.120" galvanized roofing nail ($^7/_{16}$" diameter head); or $1^1/_4$" 16 gage staple with $^7/_{16}$" or 1" crown	3	6
Wood structural panels, combination subfloor underlayment to framing			
35. $^3/_4$" and less	8d common ($2^1/_2$" × 0.131"); or deformed (2" × 0.113"); or deformed (2" × 0.120")	6	12
36. $^7/_8$" – 1"	8d common ($2^1/_2$" × 0.131"); or deformed ($2^1/_2$" × 0.131"); or deformed ($2^1/_2$" × 0.120")	6	12
37. $1^1/_4$" – $1^1/_2$"	10d common (3" × 0.148"); or deformed ($2^1/_2$" × 0.131"); or deformed ($2^1/_2$" × 0.120")	6	12
Panel siding to framing			
38. $^1/_2$" or less	8d corrosion-resistant siding ($1^1/_4$" × 0.106"); or 8d corrosion-resistant casing (2" × 0.099")	6	12
39. $^5/_8$"	8d corrosion-resistant siding ($2^1/_2$" × 0.128"); or 8d corrosion-resistant casing ($2^1/_2$" × 0.113")	6	12

DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER[a]	SPACING AND LOCATION	
Wood structural panels (WSP), subfloor, roof and interior wall sheathing to framing and particleboard wall sheathing to framing[e]			
		Edges (inches)	Intermediate supports (inches)
Interior paneling			
40. $^1/_4$"	4d casing ($1^1/_2$" × 0.080"); or 4d finish ($1^1/_2$" × 0.072")	6	12
41. $^3/_8$"	6d casing (2" × 0.099"); or 6d finish (2" × 0.092") (Panel supports at 24 inches)	6	12

For SI: 1 inch = 25.4 mm.

a. Nails spaced at 6 inches at intermediate supports where spans are 48 inches or more. For nailing of wood structural panel and particleboard diaphragms and shear walls, refer to Section 2305. Nails for wall sheathing are permitted to be common, box or casing.

b. Spacing shall be 6 inches on corner on the edges and 12 inches on center at intermediate supports for nonstructural applications. Panel supports at 16 inches (20 inches if strength axis in the long direction of the panel,unless otherwise marked).

c. Where a rafter is fastened to an adjacent parallel ceiling joist in accordance with this schedule and the ceiling joist is fastened to the top plate in accordance with this schedule, the number of toenails in the rafter shall be permitted to be reduced by one nail.

d. RSRS-01 is a Roof Sheathing Ring Shank nail meeting the specifications in ASTM F1667.

e. Tabulated fastener requirements apply where the ultimate design wind speed is less than 140 mph. For wood structural panel roof sheathing attached to gable-end roof framing and to intermediate supports within 48 inches of roof edges and ridges, nails shall be spaced at 6 inches on center where the ultimate design wind speed is greater than 120 mph in Exposure B or greate than 110 mph in Exposure C. Spacing exceeding 6 inches on center at intermediate supports shall be permitted where the fastening is designed per the AWC SDS.

f. Fastening is only permitted where the ultimate design wind speed is less than or equal to 110 mph.

g. Nails and staples are carbon steel meeting the specifications of ASTM F1667. Connections using nails and staples of other materials, such as stainless steel, shall be designed by acceptable engineering practice or approved under Section 104.11.

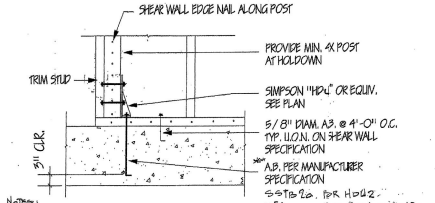
4 NAILING SCHEDULE

DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER[a]	SPACING AND LOCATION
Roof		
1. Blocking between ceiling joists, rafters or trusses to top plate or other framing below	4-8d box ($2^1/_2$" × 0.113"); or 3-8d common ($2^1/_2$" × 0.131"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails; or 3-3"14 gage staples, $^7/_{16}$" crown	Each end,toenail
Blocking between rafters or truss not at the wall top plate, to rafter or truss	2-8d common ($2^1/_2$" × 0.131") 2-3" 14 gage staples	Each end,toenail
	2-16 d common ($3^1/_2$" × 0.162") 3-3" × 0.131" nails 3-3" 14 gage staples	End nail
Flat blocking to truss and web filler	16d common ($3^1/_2$" × 0.162") @ 6" o.c. 3" × 0.131" nails @ 6" o.c. 3" × 14 gage staples @ 6" o.c	Face nail
2. Ceiling joists to top plate	4-8d box ($2^1/_2$" × 0.113"); or 3-8d common ($2^1/_2$" × 0.131"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	Each joist toenail
3. Ceiling joist not attached to parallel rafter, laps over partitions (no thrust) (see Section 2308.7.3.1, Table 2308.7.3.1)	3-16d common ($3^1/_2$" × 0.162"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails; or 4-3" 14 gage staples, $^7/_{16}$" crown	Face nail
4. Ceiling joist attached to parallel rafter (heel joint) (see Section 2308.7.3.1, Table 2308.7.3.1)	Per Table 2308.7.3.1	Face nail
5. Collar tie to rafter	3-10d common (3" × 0.148"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails; or 4-3" 14 gage staples, $^7/_{16}$" crown	Face nail
6. Rafter or roof truss to top plate (See Section 2308.7.5, Table 2308.7.5)	3-10 common (3" × 0.148"); or 3-16d box ($3^1/_2$" × 0.135"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131 nails; or 4-3" 14 gage staples, $^7/_{16}$" crown	2 toenails in one side and 1 toenail on opposite side of rafter or truss[c]
7. Roof rafters to ridge valley or hip rafters; or roof rafter to 2-inch ridge beam	2-16d common ($3^1/_2$" × 0.162"); or 3-16d box ($3^1/_2$" × 0.135"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	End nail
	3-10d common ($3^1/_2$" × 0.148"); or 4-16d box ($3^1/_2$" × 0.135"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails; or 4-3" 14 gage staples, $^7/_{16}$" crown	Toenail
Wall		
	16d common ($3^1/_2$" × 0.162");	24" o.c. face nail
8. Stud to stud (not at braced wall panels)	10d box (3" × 0.128"); or 3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	16" o.c. face nail

DESCRIPTION OF BUILDING ELEMENTS	NUMBER AND TYPE OF FASTENER[a]	SPACING AND LOCATION
Wall		
9. Stud to stud and abutting studs at intersecting wall corners (at braced wall panels)	16d common ($3^1/_2$" × 0.162")	16" o.c. face nail
	16d box ($3^1/_2$" × 0.135"); or 3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	12" o.c. face nail
10. Built-up header (2" to 2" header)	16d common ($3^1/_2$" × 0.162")	16" o.c. each edge, face nail
	16d box ($3^1/_2$" × 0.135")	12" o.c. each edge, face nail
11. Continuous header to stud	4-8d common ($2^1/_2$" × 0.131"); or 4-10d box (3" × 0.128"); or 5-8d box ($2^1/_2$" x 0.113")	Toenail
12. Top plate to top plate	16d common ($3^1/_2$" × 0.162")	16" o.c. face nail
	10d box (3" × 0.128"); or 3" × 0.131" nails; or 3" 14 gage staples, $^7/_{16}$" crown	12" o.c. face nail
13. Top plate to top plate, at end joints	8-16d common ($3^1/_2$" × 0.162"); or 17-16d box ($3^1/_2$" x 0.135"); or 12-10d box (3" × 0.128"); or 12-3" × 0.131" nails; or 12-3" 14 gage staples, $^7/_{16}$" crown	Each side of end joint, face nail (minimum 24" lap splice length each side of end joint)
14. Bottom plate to joist, rim joist, band joist or blocking (not at braced wall panels)	16d common ($3^1/_2$" × 0.162")	16" o.c. face nail
	16d box ($3^1/_2$" × 0.135"); or 3" × 0.131" nails; or 3" 14 gage staples, $^7/_{16}$" crown	12" o.c. face nail
15. Bottom plate to joist, rim joist, band joist or blocking at braced wall panels	2-16d common ($3^1/_2$" × 0.162"); or 3-16d box ($3^1/_2$" × 0.135"); or 4-3" × 0.131" nails; or 4-3" 14 gage staples, $^7/_{16}$" crown	16" o.c. face nail
16. Stud to top or bottom plate	3-16d box ($3^1/_2$" x 0.135"); or 4-8d common ($2^1/_2$" × 0.131"); or 4-10d box (3" × 0.128"); or 4-3" × 0.131" nails; or 4-8d box ($2^1/_2$" x 0.113"); or 4-3" 14 gage staples, $^7/_{16}$" crown	Toenail
	2-16d common ($3^1/_2$" × 0.162"); or 3-16d box ($3^1/_2$" × 0.135"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	End nail
17. Top plates, laps at corners and intersections	2-16d common ($3^1/_2$" × 0.162"); or 3-10d box (3" × 0.128"); or 3-3" × 0.131" nails; or 3-3" 14 gage staples, $^7/_{16}$" crown	Face nail
18. 1" brace to each stud and plate	3-8d box ($2^1/_2$" x 0.113"); or 2-8d common ($2^1/_2$" × 0.131"); or 2-10d box (3" × 0.128"); or 2-3" × 0.131" nails; or 2-3" 14 gage staples, $^7/_{16}$" crown	Face nail
19. 1" × 6" sheathing to each bearing	3-8d box ($2^1/_2$" x 0.113"); or 2-8d common ($2^1/_2$" × 0.131"); or 2-10d box (3" × 0.128"); or 2-$1^1/_2$" 16 gage staples, 1" crown	Face nail

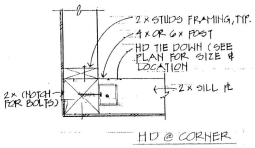
3 POST / FOOTING AT CABANA

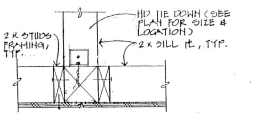
MIN. SIMPSON ANCHOR BOLT & EMBEDMENT	
ANCHOR BOLTS	MIN. EMBEDMENT INTO CONCRETE
SSTB 20	16"
SSTB 24	18"
SSTB 28	20"
SSTB 1 x 30	24"



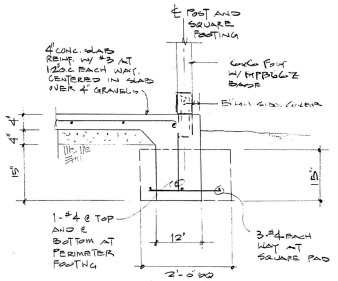
NOTES:
1. USE 3" x 3" x 3/16" PLATE WASHER AT BASE ANCHOR BOLT.
2. AT REQUIRED HEADER AND HEADER, USE ANCHOR BOLT, 1" DIA. TYP. HEX HEAD BOLT WITH A MIN. OF 15" EMBEDMENT INTO CONCRETE.
** WHERE NEEDED, DEEPEN FOUNDATION FOR A WIDTH OF 24" CENTERED AT SSTB ANCHOR BOLT.

1 SIMPSON HOLDWON T TO FOUNDATION





2 TIE DOWN DETAILS



REGISTERED PROFESSIONAL ENGINEER
ERIC W. YUEN
No. C-57236
STRUCTURAL
STATE OF CALIFORNIA

LYA
Larson, Yuen Associates, Inc.
Structural Design Engineers

1007 Almanor Lane
Lafayette, CA 94549
1-925-284-1807
FAX 1-925-284-1957

Tung Residence
Backyard Remodel
1011 Vista Oaks Ct.
Pleasanton, CA

REVISIONS

PROJECT No. LYA # 4032
SCALE N.T.S
DRAWN TAY CHECKED
DATE June 2025
SHEET TITLE TITLE DETAILS
SHEET No. S-4
Sheet 4 of 4

EXHIBIT C

January 9, 2026 **Via email**

Tim Nystrom
NYS Architecture
[redacted]
Napa, CA 94558

Subject: **Planned Unit Development Minor Modification (PUD-25-02M)**
Proposed Reduction of Street-Side Yard Setback
1011 Vista Oaks Court

Effective Date: January 25, 2026

Dear Mr. Nystrom:

Thank you for your application as described above. The City of Pleasanton Planning Division reviewed your request for a Planned Unit Development Minor Modification and is unable to support the request as detailed below. As such, PUD-25-02M is denied by the Zoning Administrator.

Notice of the Minor PUD Modification was sent to neighboring residents on December 30, 2025, and no public comments were received at the time this letter was prepared.

Project Description:
Application for a Planned Unit Development Minor Modification to the approved PUD development plan (PUD-25) to reduce the accessory structure street side yard setback from 20 feet to eight feet to accommodate a new kitchen pavilion at 1011 Vista Oaks Court.

Property Background:
The zoning for the subject property, 1011 Vista Oaks Court, is PUD-LDR/RDR/OS-PHS/WO (approved by ordinance 2133). The Planned Unit Development (PUD), referred to as Lunch Ranch II (PUD-25), was originally approved by the City Council in 2016. In 2021, a modification (PUD-25-01M) was made to the home designs in the PUD; however, no other changes were made to the original PUD-25 Conditions of Approval.

The PUD has an extensive history, including an initial project in 2002 that was iterated upon and modified in 2007 and again in 2008. The Lund Ranch II project, which was eventually approved, underwent a series of hearings before the Planning Commission and City Council in 2015 and 2016.

Ultimately, when approved, the PUD included a set of Conditions of Approval (COA), including development standards for future development on the lots. COA 14 outlines the development standards and notes that the standards largely align with those of the R-1-6,500 district, with some exceptions, including those for accessory structures. The PUD intentionally increased the R-1-6,500 setbacks for accessory structures requiring 10 feet from any rear yard property line, 10 feet from any interior side

yard property line, and 20 feet from any street side corner property line.

The subject property is considered a corner lot as it has streets/access along both the north-west side (Vista Oaks Court) and the south-west side (Lund Ranch Road/Spring Creek Terrace connected/connected by an Emergency Vehicle Access (EVA) roadway), as shown in Exhibit A below. As such, the minimum street-side setback along the south-west side of the subject property for accessory structures is 20 feet as outlined in COA 14. This setback is the standard for accessory structures for other homes along Lund Ranch Road and Spring Creek Terrace that have their side yard along either street (e.g., 1012 Vista Oaks Ct, 2192 Countryside Ct, 2175 Shadow Creek Ct, etc.).

Exhibit A



PUD Minor Modification Findings for Denial:

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

The Zoning Administrator finds that the proposed PUD Minor Modification to reduce the street-side yard setback for an accessory structure is not in the best interests of the public health, safety, and general welfare.

Street-side setbacks within PUD-25 were intentionally increased beyond the standard R-1-6,500 requirements to provide a meaningful visual buffer between accessory structures and public streets, preserve a sense of openness and rural character, and maintain a cohesive and uncluttered residential streetscape along Lund Ranch Road and Spring Creek Terrace. These setbacks were designed to ensure that accessory structures remain visually subordinate to the primary residence, allow for substantial landscaping and open space along street frontages, and prevent the appearance of development crowding the public right-of-way.

Reducing the required street-side setback from 20 feet to eight feet would place the proposed kitchen pavilion substantially closer to the street than allowed under the approved PUD and would alter the established visual relationship between private development and the public/common area. At this reduced distance, the structure would be more prominent when viewed from Lund Ranch Road and Spring Creek Terrace, increasing its apparent mass and scale relative to the street and diminishing the open, landscaped corridor that characterizes this portion of the neighborhood.

The reduced setback would also limit the opportunity for meaningful landscaping between the structure and the street, resulting in a harder, more built appearance and weakening the visual transition from the roadway to the residential lot. This change would detract from the rural and semi-open character envisioned for PUD-25 and would create the perception that private accessory development is encroaching into what is expected to be a shared visual and spatial buffer along the street edge.

Additionally, the closer proximity of the structure to the roadway may affect visual sightlines, particularly along a corridor that includes an EVA roadway and serves as a secondary circulation route. Collectively, these visual and spatial impacts would be inconsistent with the approved PUD design framework and the anticipated streetscape character of Lund Ranch Road and Spring Creek Terrace.

Because the requested modification would undermine these established objectives, the Zoning Administrator is unable to make this finding.

2. Whether the plan is consistent with the City's General Plan and applicable PUD standards

The Zoning Administrator finds that the proposed PUD Minor Modification is not consistent with the development standards and intent of the approved PUD-25, which implements the City's General Plan for this area.

While the PUD generally aligns with the R-1-6,500 district standards, COA 14 deliberately imposed more restrictive setback requirements for accessory structures, including a 20-foot street-side yard setback for corner lots. These standards were adopted following extensive review and deliberation during multiple Planning Commission and City Council hearings and were intended to apply uniformly throughout the development.

Reducing the required street-side setback for this property to eight feet would conflict with the adopted PUD standards and weaken the consistency and predictability established by the PUD.

Accordingly, the Zoning Administrator is unable to make this finding.

3. Whether the plan is compatible with previously developed properties in the vicinity

The Zoning Administrator finds that the proposed PUD Minor Modification is not compatible with the surrounding development within PUD-25.

The subject property is a corner lot with frontage along both Vista Oaks Court and Lund Ranch Road/Spring Creek Terrace. Other similarly situated properties within the PUD are expected to comply

with the 20-foot street-side setback standard for accessory structures. Other similarly situated properties include, but are not limited to, 1012 Vista Oaks Court, 2192 Countryside Court, and 2175 Shadow Creek Court.

Allowing a reduction to eight feet would result in an accessory structure being located substantially closer to the street/EVA than would be permitted on comparable lots, creating a potentially inconsistent development pattern and altering the established visual character of the neighborhood.

Therefore, the Zoning Administrator is unable to make this finding.

4. Whether grading and site conditions justify the requested modification

The Zoning Administrator acknowledges that the subject property is generally flat with a minor slope across the lot and that the proposed kitchen pavilion would not create grading, utility, or engineering constraints. However, the absence of physical constraints does not constitute a special circumstance warranting modification of the established PUD development standards.

The subject lot is similar in size, width, and configuration to other corner lots within PUD-25 that are subject to and are expected to comply with the same street-side setback requirements.

As such, site conditions do not justify deviation from the approved standards, and the Zoning Administrator is unable to make this finding.

5. Whether streets, buildings, and other manmade structures are designed and located to complement the established streetscape

The Zoning Administrator finds that the proposed placement of the accessory structure would not complement the established streetscape envisioned by PUD-25.

The 20-foot street-side setback requirement was intentionally adopted to provide adequate separation between accessory structures and public streets, allow for landscaping, and to maintain a consistent residential edge along Lund Ranch Road, Spring Creek Terrace, and the EVA. Locating the proposed kitchen pavilion only eight feet from the street-side property line would significantly diminish this buffer and disrupt the visual rhythm of development along these streets.

Accordingly, the Zoning Administrator is unable to make this finding.

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

While the proposed accessory structure could be constructed in compliance with applicable building and fire codes, the requested setback reduction raises broader safety considerations related to proximity to the street, sightlines, and neighborhood character that were addressed through the original PUD standards.

Because these considerations are not adequately mitigated by the proposed PUD Minor Modification, the Zoning Administrator is unable to make this finding.

7. Whether the plan conforms to the purposes and intent of the PUD District

The Zoning Administrator finds that the proposed PUD Minor Modification does not conform to the purposes and intent of the PUD District.

PUD-25 was approved following a lengthy planning process that resulted in specific and intentionally conservative development standards for accessory structures. To date, no modifications to the street-side yard setback standards have been approved within the PUD. Approving a reduction from 20 feet to eight feet, which is less than even the 10-foot interior side yard standard, would set a precedent for future development and incrementally erode the integrity of the PUD framework.

Therefore, the Zoning Administrator is unable to make this finding.

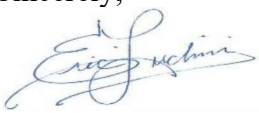
Because the Zoning Administrator cannot make the required findings for approval of a PUD Minor Modification, the request to reduce the accessory structure street-side yard setback from 20 feet to 8 feet for 1011 Vista Oaks Court is denied.

Any interested party may file an appeal of this denial within 15 days of the date of denial.

Further, per Pleasanton Municipal Code section 18.144.010, the City Council may elect to review this action within 15 days following the date of denial, or at its next regular meeting (January 20, 2026), whichever is later. Therefore, denial of the PUD Modification is effective on **January 25, 2026,** unless appealed prior to that time.

If you have any questions, please do not hesitate to contact me at (925) 931-5612 or via email at eluchini@cityofpleasantonca.gov

Sincerely,



Eric Luchini
Senior Planner/Zoning Administrator

EXHIBIT D

RECEIVED
02-23-26
PUD-25-02M
CITY OF PLEASANTON
PLANNING DIVISION
EXHIBIT B

APPEAL OF DENIAL – PUD-25-02M

1011 Vista Oaks Court, Pleasanton

Dear Mayor and Members of the City Council:

This letter formally appeals the Zoning Administrator's denial of PUD-25-02M dated January 9, 2026, regarding a proposed reduction of the street-side yard setback for a detached kitchen pavilion at 1011 Vista Oaks Court.

The appeal is based on the project as designed and submitted, as shown on Sheets A1.0 through A1.3 of the approved DR package

1. The Project Is Low-Profile, Open, and Visually Subordinate

The proposed kitchen pavilion is a 300-square-foot, detached accessory structure with open sides, columns, and lattice elements. The structure has a low plate height and shallow roof slope, with an overall height substantially below that of the primary residence.

As shown on the elevations, the pavilion is intentionally designed to remain visually light and subordinate, avoiding the appearance of a solid mass adjacent to the street.

2. Site Conditions Are Distinct From Other Corner Lots

While the subject property is technically a corner lot, it differs materially from others cited in the denial. The street-side frontage abuts an Emergency Vehicle Access roadway, separated from the pavilion by existing retaining walls, landscaping, and grade changes.

This configuration creates a wider visual buffer than typical street-facing side yards and limits the relevance of direct comparisons to other corner parcels within the PUD.

3. Streetscape Character Is Preserved Through Design, Not Distance Alone

The submitted plans show that the visual character along Lund Ranch Road and Spring Creek Terrace is maintained through:

- Existing and new retaining walls
- Continuous landscaping and tree placement
- An open, transparent accessory structure design

Together, these elements preserve openness and visual continuity consistent with the intent of PUD-25.

4. No Public Safety Impacts Are Created

The denial acknowledges that the structure complies with applicable building and fire codes. The plans demonstrate that the pavilion does not obstruct sightlines, encroach into the EVA, or interfere with circulation or emergency access.

No specific public safety deficiency is identified in the denial, nor is one evident from the project design.

5. Approval Can Be Conditioned to Prevent Precedent

Approval may be expressly conditioned to the design shown in the submitted plans, including footprint, height, openness, and landscaping. Such conditions would ensure that approval is site-specific and non-precedent-setting, preserving the integrity of the PUD framework.

Conclusion

For the reasons stated above, the proposed Minor PUD Modification is consistent with the intent of PUD-25, compatible with the surrounding development, and protective of public health, safety, and welfare.

We respectfully request that the City Council grant this appeal and approve PUD-25-02M as designed, subject to any reasonable conditions deemed appropriate.

Respectfully submitted,

Tim Nystrom

8. The dwelling units covered by this approval shall be constructed to encourage telecommuting by providing telecommunications infrastructure such as cabling for DSL service, wiring for total room access, etc. The project applicant or developer shall show the infrastructure on the building permit plan set prior to issuance of a building permit.

9. The project shall comply with the State of California's Model Water Efficient Landscape Ordinance and Bay Friendly Basics Landscape Checklist. A licensed landscape architect shall verify the project's compliance with the ordinance checklist: 1) prior to the issuance of a building permit; and 2) prior to final inspection. The verification shall be provided to the Planning Division.

10. Any 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 Planning Division.

11. Unless otherwise shown on the approved landscape plan, all trees used in landscaping shall be a minimum of fifteen (15) gallons in size and all shrubs a minimum of five (5) gallons.

12. Backflow prevention devices, above ground irrigation controls, and above ground irrigation meters shall be located and screened so as to minimize visual impacts. When feasible, these devices shall be installed by the property line with the most landscape screening to minimize visual impacts and/or shall be painted forest green, or an equivalent color, unless otherwise allowed by the Director of Community Development. The location of all backflow prevention devices, above ground irrigation controls, and above ground irrigation meters and the means to screen these devices shall be subject to the review and approval of the Director of Community Development before installation and shall be shown on the site plan, landscape plan, and utility plans submitted for the issuance of building permits and shall be clearly marked "above ground" on the plans.

13. The location of any above-ground pad-mounted transformers shall be subject to approval by the Director of Community Development prior to issuance of permits by the Building and Safety Division. Such transformers shall be screened by landscaping to the satisfaction of the Director of Community Development. All transformers shall be shown on the plans submitted for issuance of building permits.

14. Lots 1 through 43 of the PUD Development Plan shall be subject to the following uses and site development standards:

    a. The permitted and conditional uses of the R-1-6,500 (One Family Residential) District as described under Chapter 18.32 of the Pleasanton Municipal Code.

b. Development Standards for Primary Structures: The following building setback and height standards shall apply to the primary structures and additions to primary structures including attached second units on these lots:

- Front Yard Building Setback – 25 feet to front entry garage or 15 feet to side entry garage.
- Street Side Yard Building Setback –10 feet (5 feet to fence).
- Interior Side Yard Building Setback – 5 feet minimum (total 16 feet between houses).
- Rear Yard Building Setback – 30 feet.
- Maximum Height – 35-feet measured from the lowest to highest points on the building excluding chimneys.
- Maximum Floor Area Ratio (FAR) – 40% or 5,500 square feet, exclusive of garage area (if garage area is less than 600 square feet), whichever is less. The floor area for enclosed accessory structures will be included in the floor area ratio.

c. Development Standards for Open Accessory Structures, e.g., Swimming Pools and Spas including, Arbors, Trellises, Open Patios, etc.

- Rear Yard Setback – 10 feet.
- Interior Side Yard – 10 feet for the structure, 5-feet for the swimming pool and spa equipment.
- Street Side Yard for Corner Lots – 20 feet, 10-feet for the swimming pool and spa equipment.
- Maximum height – One-story and 15 feet, measured from the lowest to highest points on the building, excluding chimneys which may have a maximum height of 20 feet.
- May be attached to the primary structure or to an accessory structure.

d. Development Standards for Enclosed Accessory Structures including Detached Second Units:

- Rear Yard Setback – 10-feet.
- Interior Side Yard – 10-feet.
- Street Side Yard for Corner Lots – 20-feet.
- Maximum height – One-story and 15-feet, measured from the lowest to highest points on the building, excluding chimneys which may have a maximum height of 20 feet. Second units located above a garage may exceed the 15-foot height limit, but may not exceed 25 feet in height as measured from the lowest grade adjacent to the structure to the highest ridge or top of the structure.

(Note: The floor area for enclosed accessory structures shall be included in the sites' floor area ratios.)

e. Architectural projections and/or bay windows shall conform to the definitions and standards described under Section 18.84.120 of the Pleasanton Municipal Code.

f. All building heights shall be measured from the lowest to the highest points of the structure. Projections above the maximum building height for primary and accessory structures may be allowed provided that they conform to the definitions and development standards of Section 18.84.150 of the Pleasanton Municipal Code.

15. During construction, if the City is under declared drought conditions, all water used for dust control shall be recycled.

16. Homeowners shall limit irrigated lawn area to 25 percent of total landscaped area in rear/back yards.

17. Prior to building permit approval, the project applicant or developer shall submit a comprehensive fencing plan with the fence designs and their locations with the tentative map application for review and approval by the Director of Community Development.

18. Fences between 6 and 8 feet in height, which are proposed to be constructed after building occupancy, shall be subject to the review and approval by the Director of Community Development according to the standards of the Pleasanton Municipal Code.

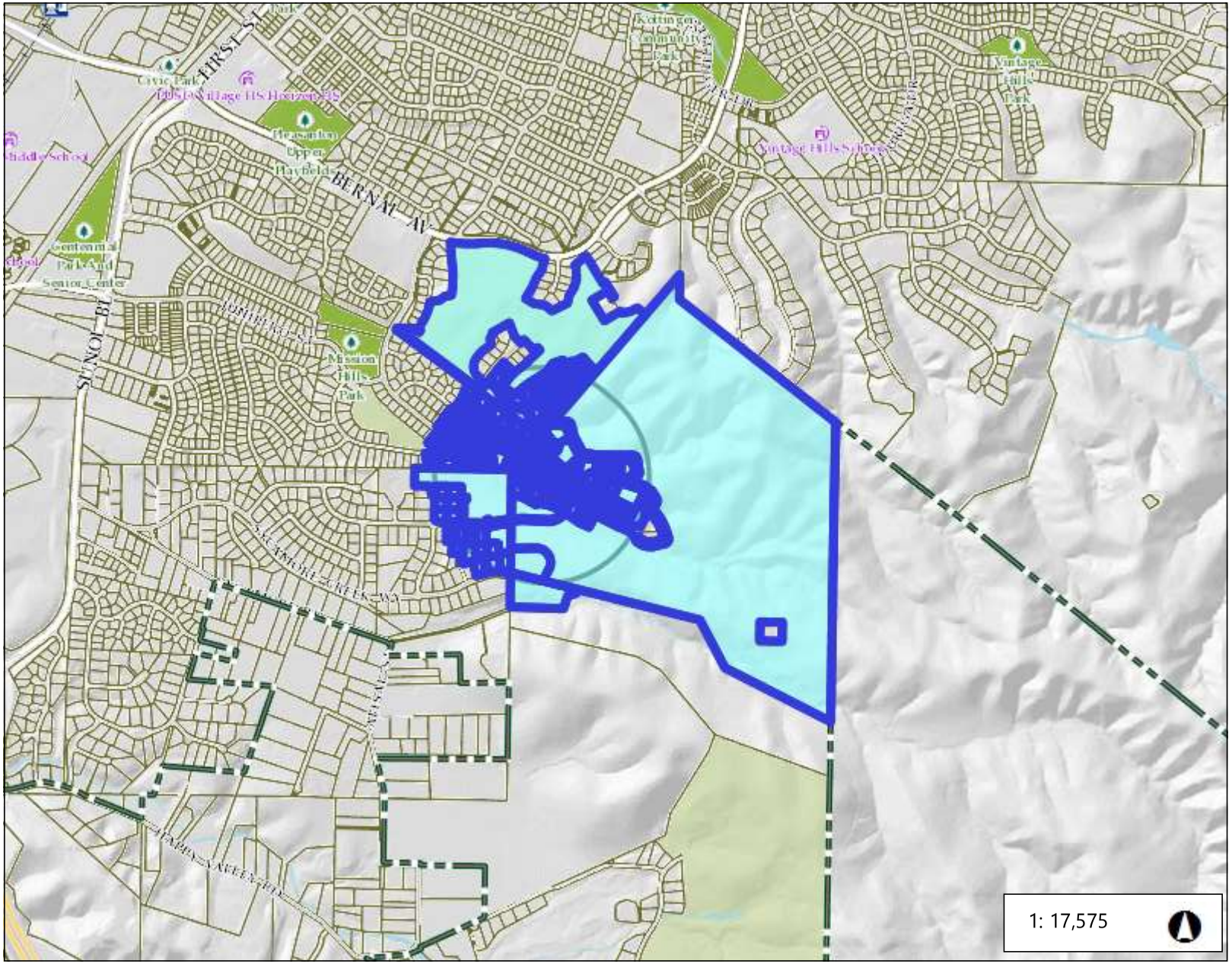
19. The project developer shall survey the heights of the structures to certify their conformance to the approved building height as shown on Exhibit B. Said verification shall be performed by a licensed land surveyor or civil engineer, and shall be completed and provided to the Department of Community Development before the first framing or structural inspection of each building on each lot by the Building Division. The certification shall allow for the installation of finished roof materials.

20. Prior to building permit approval for the residential units, the project developer shall submit plans that provide automatic opening sectional roll-up garage doors on the garages of the houses covered by this approval. Unless otherwise approved by the Director of Community Development, the door design and material shall conform to the PUD development plan.

21. All exterior lighting including landscape lighting shall be directed downward and designed or shielded so as to not shine onto neighboring properties. Prior to building permit approval for the residential units, the project developer shall submit a final lighting plan, and include drawings and/or manufacturer's

1011 VISTA OAKS COURT

EXHIBIT F



Legend

- Fire Station
- School
- Park
- Parcels

Notes

Notes

2,929.2 0 1,464.60 2,929.2 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US

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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

ATTACHMENT 3

1011 Vista Oaks Court
Minor PUD Modification Appeal
PUD-25-02M

City Council
April 21, 2026

1

Summary and Purpose

- Request: Minor PUD Modification to reduce street-side yard setback from 20 ft. to 8 ft. for a detached accessory structure on a corner lot located at 1011 Vista Oaks Court (Case No. PUD-25-02M)
- Staff's recommends the City Council deny the appeal, upholding the Zoning Administrator's (ZA) determination to deny the Minor PUD Modification

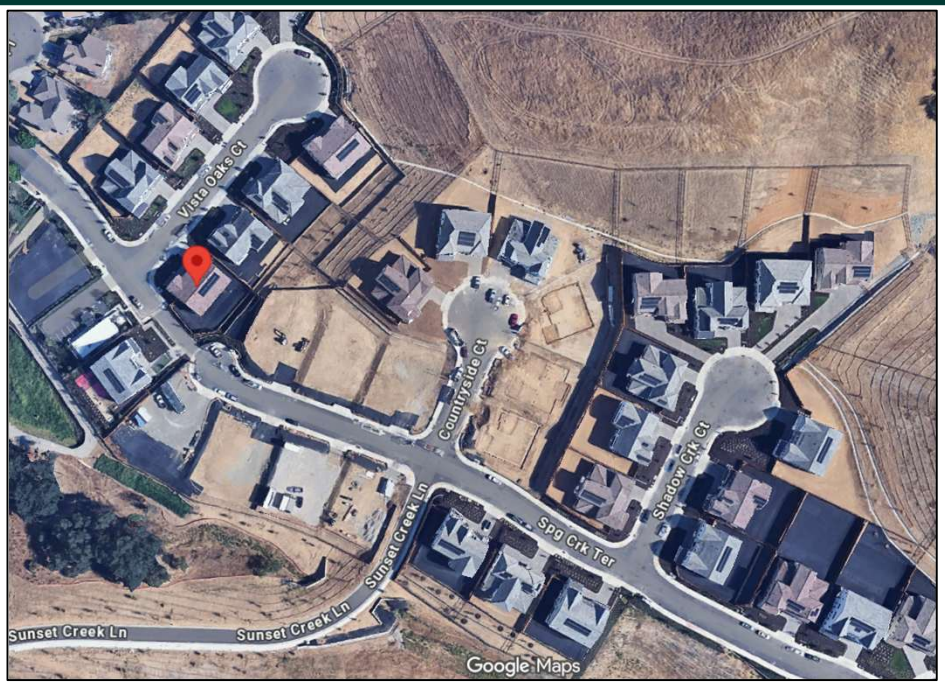
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Regulatory Framework

- The City Council must determine whether the required Minor PUD Modification findings can be made
- ZA, PC, and staff conclude that none of the required findings can be made due to inconsistencies with the PUD-25 objective development standards and adverse streetscape/neighborhood character effects
- Key theme: COA 14's 20-ft street-side setback for corner lots was intentionally adopted by the City Council to preserve streetscape and apply uniformly
- Key theme: The street-side yard reduction request is less than the minimum required 10-ft interior side yard setback development standard for the subdivision
- Key theme: All property owners were provided CC&Rs by the developer that included approved objective development standards and were required to sign disclosures acknowledging receipt of said CC&Rs

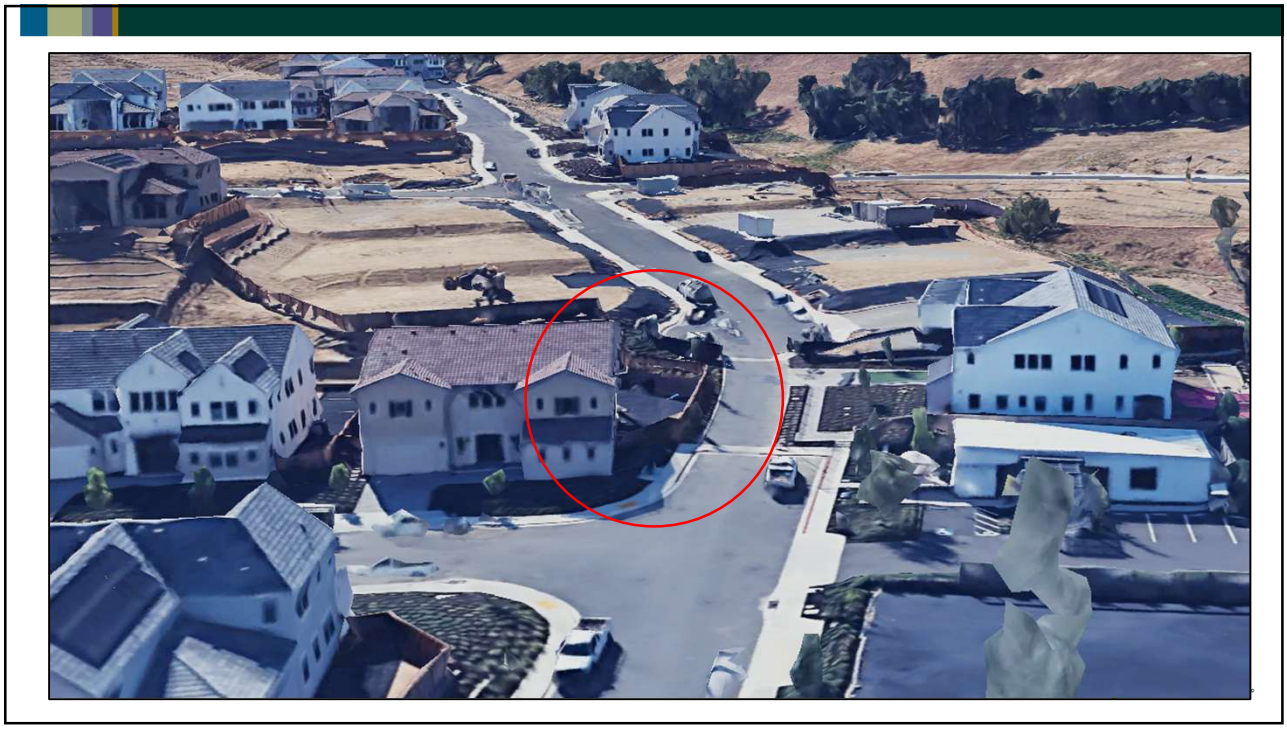
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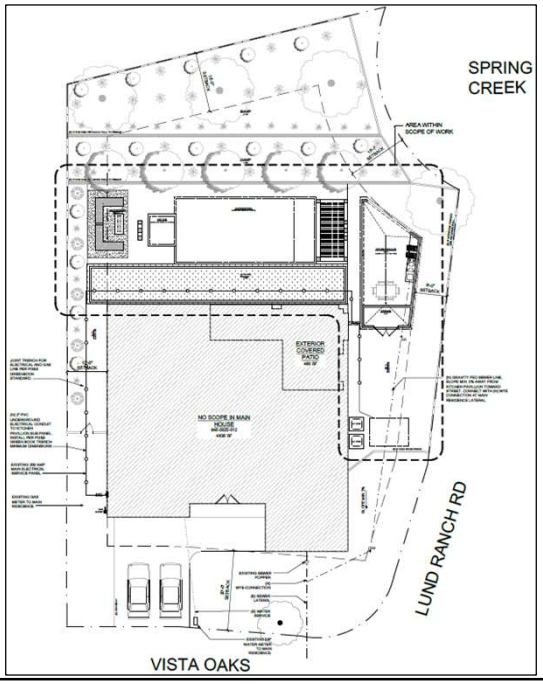
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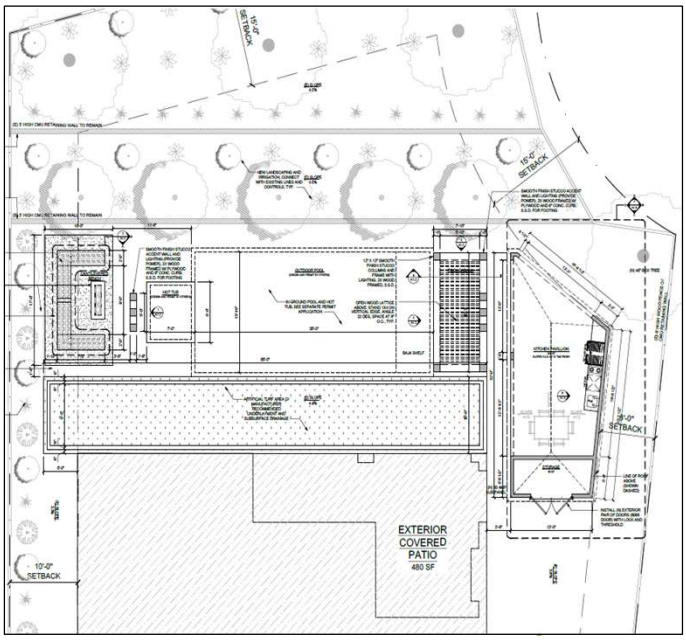


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7

Zoning Administrator's Findings for Denial

ZA Findings Supported by Planning Commission and Staff:

- Finding 1: Public Health, Safety & General Welfare
- Finding 2: Consistency with General Plan & Adopted PUD-25 Standards (COA 14)
- Findings 3–5: Compatibility, Site Conditions, and Streetscape Design
- Findings 6–7: Public Safety Design Objectives & PUD Intent / Precedent

THE CITY OF PLEASANTON

8

Addressing Appellant's Key Points

- Low-profile/open design does not resolve the Low-profile/open design does not resolve the fundamental conflict with COA 14
- EVA adjacency was contemplated in subdivision approvals; the City Council did not indicate EVA presence changes corner-lot standards (20-ft street-side yard setback still applies)
- Conditions to "avoid precedent" are limited because the land use action itself changes the standard and can be cited by future applicants

9

Summary and Recommendation

The City Council may:

- Find the proposal is inconsistent with COA 14 and the intended uniform applicability of the PUD's detached accessory structure development standards and recommend denial of the appeal, upholding the ZA's determination; or
- Find the proposal preserves the PUD's intent and that the required findings can be made, and recommend approval of the appeal, overturning the ZA's determination

Staff recommends that the Planning Commission adopt a resolution recommending that the City Council deny the appeal and uphold the ZA denial of Case No. PUD-25-02M

10

CITY COUNCIL AGENDA REPORT

April 21, 2026
Community and Economic Development

TITLE: INTRODUCE AN ORDINANCE AMENDING CHAPTER 18.110 OF THE PLEASANTON MUNICIPAL CODE, ADOPT A RESOLUTION ADOPTING NEW POLICES RELATED TO APPLICATIONS FOR WIRELESS FACILITIES (MACRO TOWERS, SMALL CELLS, AND MODIFICATIONS TO EXISTING FACILITIES), AND ADOPT A RESOLUTION UPDATING THE MASTER FEE SCHEDULE BY ADDING WIRELESS APPLICATION FEES

SUMMARY

Areas within Pleasanton lack adequate wireless phone, voice, and data services, negatively impacting residents, businesses, and visitors. The lack of cellular coverage also compromises the public's ability to communicate and receive alerts and information during an emergency. Over the last few months, staff has performed a comprehensive review of the City's current wireless rules and processes and determined that the City's existing wireless ordinance is outdated and overly restrictive, and has discouraged wireless providers from locating facilities in Pleasanton.

Staff has worked closely with specialized telecommunications counsel to draft a new ordinance and policies addressing the three major types of wireless projects: new large or "macro" facilities, small wireless facilities (small cells), and modifications to existing facilities. The goal of the attached draft ordinance and policies is to improve coverage throughout Pleasanton while maintaining standards related to appropriate siting and aesthetics. If adopted by the City Council, the new policies will also provide staff with the ability to begin work on the Cellular Lease Revenue Program, which the City Council identified as a priority.

RECOMMENDATION

1. Adopt an ordinance repealing and replacing Chapter 18.110 of the Pleasanton Municipal Code concerning Personal Wireless Service Facilities
2. Approve a resolution adopting three new wireless policies related to applications for: macro towers, small cells, and modifications to existing facilities
3. Adopt a resolution updating Section II of the Master Fee Schedule (MFS) to create Wireless Application Fees

BACKGROUND

Regulatory Background

Local authority over wireless communications facilities exists at an often-complex intersection of state law, federal law, technological changes, and public policies. Laws and regulations impact not only which aspects of wireless projects municipalities may regulate, but also how, when, and even for what purpose. The proposed policies establish the regulatory process for all requests for the City's regulatory authorization to construct, install, operate, collocate,

modify, relocate, remove, or otherwise deploy wireless facilities within the City's territorial and jurisdictional boundaries, consistent with the overarching regulatory framework established by federal and state law.

Key Points Regarding Federal and State Laws

The following outlines key aspects of federal and state laws regarding telecommunications facilities. A more robust discussion of the legal and technological developments relevant to the City's ability to regulate wireless facilities is provided in Section 1 of each proposed policy (Attachment 2).

- Cities are prohibited from denying any telecommunications carrier the ability to provide service and meet their coverage needs, except in limited circumstances where a denial is supported by substantial evidence in a written record, such as when a proposed wireless facility would have a significant impact on the environment, historic resources, or community aesthetics that cannot be mitigated, or where the applicant has failed to comply with applicable, competitively neutral regulations.

- Cities are prohibited from denying applications based on health concerns associated with radio frequency (RF) emissions so long as the facility complies with the standards set by the Federal Communications Commission (FCC). To ensure compliance, the City requires all applicants to submit an RF emissions report which is then reviewed for the City by an independent expert.

- Strict, presumptively reasonable timing requirements, commonly referred to as "shot clocks", are placed on the City's decision-making. If the City fails to render a decision on a wireless application within the specified timelines, which range from 60 to 150 days depending on the application type, the application may be deemed approved. Generally, the shot clock begins to run the day after an application is submitted. The shot clock may be tolled (paused) in limited circumstances, such as when an application is incomplete, but only if the locality notifies the applicant of the application's deficiencies within a specified number of days. The tolling period ends once the applicant resubmits in response to the incomplete notice. The locality and applicant may also agree in writing to voluntarily toll the shot clock for mutually agreeable periods.

Purpose of the Ordinance Amendment and New Policies

In recent months, staff from the City Attorney's Office, City Manager's Office, Community and Economic Development, and Public Works Departments have worked collaboratively to review and recommend comprehensive updates to the existing Wireless Ordinance and related policies. A key observation is that the existing framework is outdated, and in its current form includes regulations scattered in various places, and that collectively are out of step with current state and federal regulations. The existing policies are also overly restrictive, resulting in very poor wireless coverage in many parts of Pleasanton. For example, under the City's current rules, wireless facilities are not allowed to be located in any residential zoning district or within any zoning district if the facility is proposed within 200 feet of any dwelling unit, park, school, or senior care facility. The result is that there are large areas within Pleasanton where facilities are prohibited or otherwise infeasible.

With increased reliance on cellular technology and mobile devices in everyday life, these

deficiencies affect residents and businesses and impair emergency services' ability to receive and communicate in an emergency. Additionally, in August 2025, the City Council identified the development of the Cellular Lease Revenue Program as a City Council priority. The updated ordinance and policy would create additional opportunities to site wireless facilities on City-owned property, potentially generating lease revenue. As lessor of these properties, the City would have considerable latitude to determine where these types of facilities should be located and the most appropriate design for each site.

As part of the amendments to the City's wireless ordinance and policies, City staff also recommends updating the Master Fee Schedule to reflect the actual cost of processing applications for wireless facilities through newly established Wireless Facility Fees.

The Planning Commission reviewed and recommended adoption of the ordinance and policies at its March 11, 2026, meeting.

DISCUSSION

The City retained specialized telecommunications counsel (attorney David Nagele of Coastal Tower Law, PC) to help navigate the complexity of these laws and to draft a new ordinance along with policies covering three different types of wireless applications (macro facilities, small cell facilities, and modifications to existing facilities).

Amendments to Wireless Ordinance (PMC Chapter 18.110)

The proposed amendments (Attachment 1) will repeal and replace Chapter 18.110 of the municipal code. Instead of providing detailed regulatory standards for wireless facilities in the ordinance, the new ordinance refers to and incorporates three policies that the City Council can adopt by resolution. Given the complex and continually evolving nature of federal and state laws concerning wireless, this approach enables the City to adapt its policies more flexibly over time and to remain in step with regulatory changes and technological developments.

Wireless Facilities Policies

Below is a brief description of each technology, followed by the key components in each policy. Each policy is compliant with state and federal law and integrates requirements, such as location preferences, preferences for types of support structures, and encouraged, discouraged, or prohibited installations, as well as aesthetic requirements, to ensure that new facilities are well-sited and as visually unobtrusive as possible.

1. Macro Wireless Facilities

Macro wireless facilities are large scale cellular towers with antennas that are designed to provide cellular coverage over a large geographic area. They are considered the backbone of the cellular network provided by carriers such as AT&T, T-Mobile, and Verizon and typically provide a coverage radius of one to three or more miles depending on terrain, vegetation, and other factors.

Macro facilities can take a variety of forms, including freestanding towers or other support structures (such as monopoles or faux-tree structures) or mounted on rooftops and buildings. An important concept in the design of macro facilities is the use of "stealth" approaches, which are ways to conceal or disguise them to reduce visual impact. Examples of stealth approaches include concealment techniques such as faux-tree towers, integration into a building's design

(such as within church steeples), and installed behind existing building features (mechanical screens on a rooftop that already conceal HVAC equipment). Attachment 4 includes photos of existing macro facilities in Pleasanton.

- Shot Clock: Public agencies have 90 to 150 shot clock days depending on the wireless facility type to render a decision for a macro application, or the applicant may seek remedies such as having the application be deemed approved under California Government Code Section 65964.1, or judicial review and action in court.
- Noticing:
    - Within 10 days of receipt of an application, staff will mail notice to all properties (owners and occupants) within 500 feet of the boundary of the proposed wireless facility. In its report to the Planning Commission, staff recommended a noticing radius of 300 feet. However, the Planning Commission recommended that the Council adopt a 500-foot noticing radius for macro facilities. Notice will also be published in the newspaper or posted. The notice will provide the location and general description of the project, and the contact information for City staff for interested persons to submit comments or request a hearing.
    - Anyone interested in requesting a hearing must do so within 30 days of the date the notice was mailed. In its report to the Planning Commission, staff had recommended giving persons 10 days from the date of notice of an application to request a hearing. The Planning Commission recommended that the City Council allow 30 days. While staff recognizes the challenges that the shot clock rules present, staff believes that it can accommodate the 30-day timeline.

- Decision: Within 5 days of the Zoning Administrator's decision (or the Planning Commission's decision, if referred by the Zoning Administrator to the Planning Commission) on an application, the City will provide written notice of the decision to the applicant and to the City Council.
- Appeals or Calls for Review: Any interested person may file an appeal of the Zoning Administrator's or Planning Commission's decision within 10 days of the decision. Appeals will be heard by the City Council. Additionally, any member of the City Council may submit a "call for review" within 10 days of the Zoning Administrator's decision and have the application come to the City Council for consideration.
- Locations: The policy ranks possible locations for facilities from Preferred to Discouraged.
    - Preferred Locations include: parcels designated industrial, commercial, office, mixed use, agriculture, public and institutional, and parcels with a public park, City water tank, existing school or religious institution, and within the Downtown Specific Plan Area (if the facility is stealth and on a rooftop or architecturally integrated into an existing building), or parcels with no underlying zoning but adjacent to or within the land use designations previously identified.
    - Discouraged Locations include: where the facility is not stealth and within 500 feet of an existing tower; where the facility is not stealth and visible from I-580 or I-680, a designated scenic corridor, or within 200 feet of an historic resource; or where the facility is not stealth and within the Downtown Specific Plan Area or is an installation of a tower or other freestanding facility (flagpole, sign, etc.) even if stealth; or residential land use designations; or any location within 100 feet from a residential

dwelling unit.

- Support Structures: The policy sets standards for support structures and ranks them preferred to discouraged, e.g., locating on a rooftop or on an existing structure is preferred while installation of a new pole in the public right of way is discouraged.
- Design and Aesthetic Standards: The policy sets standards for the design and aesthetics of wireless facilities, including that the facilities be stealth to the maximum extent feasible with concealment elements, measures and techniques that mimic or blend with the underlying support structure, surrounding environment, and adjacent uses.
- Consultant Review: The Director will utilize an independent consultant with specialized expertise to review each permit for completeness and accuracy, compliance with RF regulations set by the FCC, and compliance with design and aesthetic requirements, with these costs borne by the applicant (through collection of a deposit).

2. Small Wireless Facilities

A small wireless facility (small cell) is a cell site designed to provide service coverage and capacity in areas where traditional macro wireless facilities either cannot reach or where additional capacity for users is needed. Small cells have a smaller coverage area than macro cell sites and are usually installed closer together to provide the desired coverage and capacity. The signal range for small cells varies from a few hundred feet to upwards of 1,000 feet, depending on terrain, vegetation, and the radio frequencies used. Small cells are often used (most commonly on city streetlights and utility poles) to add capacity in high-traffic areas, dense urban areas, and suburban communities, where people are using smartphones and other devices. Attachment 4 includes photos showing typical small cell facilities.

- Shot Clock: Public agencies have 60 to 90 shot clock days depending on the small wireless facility type to render a decision on the application, or the applicant may seek remedies such as having the application be deemed approved under California Government Code Section 65964.1, or judicial review and action in court.
- Noticing: Within 10 days of receipt of an application, staff will mail notice to all properties (owners and occupants) within 300 feet of the boundary of the proposed wireless facility.
- Decision: Within 5 days of the Zoning Administrator's decision on an application, the Community Development Department will provide written notice of the decision to the applicant.
- Appeals: Any interested person may file an appeal within seven days of the Zoning Administrator's decision. The appeal will be heard by the City Manager, whose decision shall be final.
- Locations: The policy ranks possible locations from "preferred" to "discouraged."
    - Preferred Locations include arterial, collector, residential collector or local roads within industrial, commercial, office, or mixed-use and open space zoning areas, followed by areas categorized as open space, community facilities, and then arterial or collector roads in residential.
    - Discouraged Locations include local or residential collector roads in residential zoning, locations on Main Street between Bernal Avenue and Del Valle Parkway, within a scenic corridor or within 200 feet of a historic resource, or within 100 feet of a

residential dwelling unit.
    - The policy includes other considerations, e.g., not placing a small wireless facility directly in front of any door or window, or in any place that would obstruct view lines for vehicles, bicycles and pedestrians.

- Support Structures: The policy sets standards for support structures and ranks them preferred to discouraged, e.g., locating on an existing streetlight pole is preferred while installing a new pole is discouraged.
- Consultant Review: The Director will utilize an independent consultant with specialized expertise to review each permit for completeness and accuracy, compliance with RF regulations set by the FCC, and compliance with design and aesthetic requirements. These costs are borne by the applicant through collection of a deposit.

Master Fee Schedule Amendments

With adoption of the Ordinance and policies, staff recommends updating the Master Fee Schedule to incorporate fees for review of the three major types of wireless facilities. The proposed fees, which would be incorporated in Section II of the Master Fee Schedule are as follows. Each fee was computed based on the estimated staff time to review the applications, and current hourly costs for each position.

Table 1. Wireless Facility Review Fees

Application Type	**Application Cost**
Macro Wireless Facilities (per site)	$3,713
Small Wireless Facility (per site)	$3,168
Modifications to Existing Wireless Facilities (per site)	$823
Consultant Review of Wireless Permits (applies to all Wireless Facility application types)	$4,000 deposit (total fee is actual cost)

A Resolution for adoption of the proposed updates to the Master Fee Schedule is included as Attachment 3.

PLANNING COMMISSION ACTION

The Planning Commission considered the Ordinance and proposed policies at a public hearing on March 25, 2026. As described above, the Planning Commission was supportive of the Ordinance and policies as recommended by staff, with suggested changes to a) increase the noticing radius for macro facilities from 300 feet to 500 feet; and b) increase the period during which a public hearing could be requested from 10 days to 30 days after notices are published. Staff had no objection to these changes, and so they are reflected in the draft policies as presented to City Council. One member of the public spoke at the meeting in support of the proposed Ordinance and policies. The Planning Commission unanimously recommended that the City Council adopt the Ordinance and policies with the aforementioned changes.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The proposed code amendment and three policies are not considered a “project” under the

California Environmental Quality Act (CEQA) because the proposal is not an activity that has the potential for a direct physical change or reasonably foreseeable indirect physical change in the enforcement. Moreover, if any of the code amendment or the three policies were to qualify as a “project” subject to CEQA, the project would be exempt from further environmental review in accordance with CEQA Guidelines Sections 15061(b)(3) because the project involves the adoption of regulations for wireless facilities and does not directly or indirectly authorize or approve any actual physical changes in the environment.

EQUITY AND SUSTAINABILITY

Improving wireless coverage in Pleasanton will provide more equitable access to cellular services, including residences and businesses in all Pleasanton neighborhoods. Furhermore, improving emergency communications and the ability to receive emergency alerts and make contact with first responders benefits the City's more vulnerable residents, such as seniors and persons with disabililites, in the event of an emergency.

OUTREACH

The updated Wireless Facility policies and ordinance were reviewed at a public hearing of the Planning Commission on March 25, 2026. Notice of this public hearing was also provided in the Valley Times on March 13, 2026.

STRATEGIC PLAN ALIGNMENT

This recommendation aligns with Strategic Plan Goal A - *Funding our Future*, Strategy 1 - Identify expanded and new revenue sources to address significant infrastructure needs. Adoption of the updated wireless regulations would facilitate the development and implementation of the Cellular Lease Revenue Program, which the City Council identified as a priority in August 2025.

FISCAL IMPACT

This recommendation aligns with the Cellular Lease Revenue Program which the City Council identified as a priority, which could result in additional revenues for the City.

Prepared and Submitted by:		Approved by:
Julie Harryman		
Julie Harryman Assistant City Attorney	Ellen Clark, Director of Community and Economic Development	Gerry Beaudin, City Manager

Attachments:

1. Attachment 1 Ordinance - Chapter 18.110
2. Attachment 2 Resolution - Approving Wireless Policies
3. Attachment 2 Resolution Exhibit A - Macro Wireless Facilities Policy
4. Attachment 2 Resolution Exhibit B - Small Cell Policy
5. Attachment 2 Resolution Exhibit C - Existing Facilities, Section 6409 Policy
6. Attachment 3 Resolution - Master Fee Schedule to add Wireless Application Fees
7. Attachment 4 - Wireless Facility Photos
8. Attachment 5 - Presentation

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON REPEALING AND REPLACING CHAPTER 18.110 OF THE PLEASANTON MUNICIPAL CODE CONCERNING PERSONAL WIRELESS SERVICE FACILITIES

WHEREAS, pursuant to the California Constitution, Article XI, section 7; California Government Code Section 37100 and other applicable law, the City Council of the City of Pleasanton ("City Council") may make and enforce within its limits all local, police, sanitary and other ordinances, resolutions and other regulations not in conflict with general laws; and

WHEREAS, the federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7)(B), preserves local government zoning authority as it relates to location and siting of wireless communication facilities, but limits local regulations in three key ways: (1) a local ordinance may not unreasonably discriminate among providers of functionally equivalent services; (2) a local ordinance may not prohibit or effectively prohibit service; and (3) a local ordinance may not regulate based on environmental impacts from radio frequency emissions; and

WHEREAS, the federal Telecommunications Act of 1996, 47 U.S.C. § 253 prohibits state and local requirements that prohibit or effectively prohibit any entity's ability to provide any telecommunication service but preserves the authority of state and local governments to manage the public right-of-way on a nondiscriminatory basis; and

WHEREAS, Section 7901 of the California Public Utilities Code grants telephone corporations the limited right to use the public right-of-way to the extent necessary to provide services to their customers in a manner that does not incommode the public's use of the public right-of-way; and

WHEREAS, Section 7901.1 of the California Public Utilities Code bolsters the rights reserved to California local governments under Section 7901 and affirms local authority to manage, on a nondiscriminatory basis, the time, place and manner in which telephone corporations access the public right-of-way and deploy their facilities; and

WHEREAS, since the enactment of the Telecommunications Act of 1996, significant changes have occurred in federal and state laws that affect local authority over personal wireless service facilities, which includes, without limitation, the following:

- On November 18, 2009, the Federal Communications Commission ("FCC") adopted a Declaratory Ruling in the proceeding titled *Petition for Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely Siting Review*, 24 FCC Rcd. 13994 (Nov. 18, 2009) (the "2009 Declaratory Ruling"), which imposed procedural restrictions on state and local permit application reviews such as presumptively reasonable times for action. After a petition for

judicial review, the U.S. Supreme Court in *City of Arlington v. FCC*, 569 U.S. 290 (2013), upheld the FCC's authority to issue these rules;

- On February 22, 2012, Congress adopted Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a), which amended the Communications Act. This statute generally required that state and local governments "may not deny, and shall approve" certain additions and modifications to existing wireless facilities that do not substantially change existing facility's physical dimensions. Applications covered by this statute are deemed "eligible facilities requests";

- On October 21, 2014, the FCC adopted a Report and Order in the rulemaking proceeding titled *Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, WT Docket No. 13-238, Report and Order, 30 FCC Rcd. 31 (Oct. 21, 2014) (the "2014 Infrastructure Order"), which implemented regulations for "eligible facilities requests" that defined statutory terms, prohibited certain application requirements, limited application review periods and deemed applications automatically granted when the state or local government fails to act within the applicable timeframe. The U.S. Court of Appeals for the Fourth Circuit in *Montgomery Cnty. v. FCC*, 811 F.3d 121 (4th Cir. 2015), denied petitions for review;

- On October 9, 2015, Governor Edmund Brown signed into law Assembly Bill No. 57 (Quirk), codified as California Government Code Section 65964.1, which created a "deemed-approved" remedy for when a local government fails to act on applications for certain wireless facilities within the presumptively reasonable times established in the 2009 Declaratory Ruling and 2014 Infrastructure Order;

- On August 3, 2018, the FCC adopted a Third Report and Order and Declaratory Ruling in the rulemaking proceeding titled *Accelerating Wireline and Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, 33 FCC Rcd. 7705 (Aug. 3, 2018) (the "Moratorium Order"), that formally prohibited express and de facto moratoria for all personal wireless services, telecommunications services and their related facilities under 47 U.S.C. Section 253(a) and directed the Wireless Telecommunications Bureau and Wireline Competition Bureau to hear and resolve all complaints on an expedited basis;

- On September 27, 2018, the FCC adopted a *Declaratory Ruling and Third Report and Order*, FCC 18-133 (the "Small Cell Order"), in connection with two informal rulemaking proceedings entitled *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79, and *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, WC Docket No. 17-84. The

Small Cell Order set forth limitations on state and local government regulation of small cell wireless facilities that are placed on vertical infrastructure such as utility poles and street light standards located in the public rights-of-way. The Small Cell order: (1) limited the level of local permitting and discretion; (2) established "shot clock" rules (e.g., time limits and deadlines) for processing action on local permits; and (3) limited the fees that can be charged for the facilities. The Small Cell Order further established that any aesthetic regulations and fees required for processing small wireless facilities be published in advance; and

- On the April 4, 2019, the California Supreme Court in *T-Mobile West LLC v. City and County of San Francisco*, 438 P.3d 239 (Cal. 2019), held that California Public Utilities Code Sections 7901 and 7901.1 do not completely divest local governments of their police powers and only prohibit local franchises as a precondition for access to the public right-of-way by telephone corporations;

- On June 10, 2020, the FCC adopted additional regulations purporting to clarify its rules to interpret and implement Section 6409 in *Implementation of State and Local Governments' Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250, RM-11849, Declaratory Ruling and Notice of Proposed Rulemaking, 35 FCC Rcd. 5977 (Jun. 10, 2020) (the "2020 Declaratory Ruling"). These additional regulations specified what steps an applicant must take for the shot clock to commence, modified what constitutes a substantial change to a wireless facility and clarified the circumstances under which an environmental assessment is not required.

- On August 12, 2020, in *Portland v. United States*, 969 F.3d 1020 (9th Cir. 2020), the U.S. Court of Appeals for the Ninth Circuit invalidated many aesthetic restrictions in the Small Cell Order but largely upheld the other limitations. The court specifically invalidated the requirements that aesthetic regulations be objective and no more burdensome than those applied to other infrastructure deployments. The U.S. Supreme Court denied a petition for review of the Ninth Circuit's decision to uphold the FCC's fee restrictions in the Order Denying Petition for Certiorari, *Sprint Corp. v. FCC*, No. 20-1354 (June 28, 2021). Thus, the Small Cell Order, as modified by the Ninth Circuit's partial invalidation, is final with no further pending judicial review;

- On November 3, 2020, the FCC adopted further regulations in *Implementation of State and Local Governments' Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250, RM-11849, Report and Order, 35 FCC Rcd. 13188 (Nov. 3, 2020) that defined wireless facility site boundaries and allowed certain additional excavation and deployment of transmission equipment beyond existing site boundaries; and

- On October 4, 2021, Governor Gavin Newsom signed into law Assembly Bill 537 which amended Government Code Section 65964.1 to provide applicants a "deemed approved" remedy for a collocation or siting application for a wireless telecommunications facility if a city or county fails to approve or disapprove an application within a reasonable period of time in accordance with FCC rules, subject to certain requirements and limitations;

- On October 8, 2023, Governor Gavin Newsom signed into law Assembly Bill 965 which added Section 65964.3 to the Government Code to require local agencies to undertake batch broadband permit processing of two or more broadband permit applications for substantially similar broadband project sites under a single permit and extends the existing state law "deemed approved" remedy in Government Code Section 65964.1, if a city or county fails to approve or disapprove an application within a reasonable period of time specified in applicable law, subject to certain requirements and limitations; and

WHEREAS, given the rapid and substantial changes in applicable law, the active and effective federal prohibition on reasonable moratorium ordinances to allow local public agencies to study these changes and develop appropriate responses and the significant adverse consequences for noncompliance with these changes in applicable law, and in response to practical experience processing applications for wireless facilities under the Pleasanton Municipal Code ("PMC"), the City Council desires to amend PMC Chapter 18.110 by adopting Exhibit A hereto to allow the City greater flexibility and responsiveness to these federal and state laws in order to preserve the City's traditional authority to the maximum extent practicable; and

WHEREAS, the City Council finds that amending PMC Chapter 18.110 by adopting Exhibit A hereto will allow the City Council to quickly and efficiently adopt administrative policies that provide clear procedures for wireless facilities, small wireless facilities, eligible facilities requests and emergency standby generator applications and deployment and bolster the City's policies and regulations concerning public health, safety and welfare and the aesthetic character of the City; and

WHEREAS, amending PMC Chapter 18.110 by adopting Exhibit A hereto is necessary to protect public health, safety, welfare, and aesthetic interests, and the enforcement thereof will not result in the imposition of excessive costs on operators and users of wireless telecommunications services. The City Council finds, further, that the amendment of PMC Chapter 18.110 by adopting Exhibit A hereto neither materially limits a person's ability to receive wireless communications services nor creates unfair competition among wireless telecommunications service providers; and

WHEREAS, the City Council finds the amendment of PMC Chapter 18.110 by adopting Exhibit A hereto will, to the extent permitted by federal and California state law, protect and promote public health, safety, and welfare, and also balance the benefits

that flow from robust, advanced wireless services within the City's local values, which includes without limitation the aesthetic character of the City, its neighborhoods, and community;

WHEREAS, the Pleasanton Planning Commission considered the proposed Exhibit A hereto at a duly noticed public hearing on March 25, 2026, and by a vote of 3 to 0 recommended the City Council approve a categorical exemption per CEQA and approve Exhibit A hereto to amend PMC Chapter 18.110; and

WHEREAS, on April 21, 2026, the City Council conducted a duly noticed public hearing to take public testimony and consider the introduction of this Ordinance to amend PMC Chapter 18.110 by adopting Exhibit A hereto.

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

SECTION 1. FINDINGS. The City Council finds that: (a) the facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference; (b) the recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Ordinance; (c) the provisions in this Ordinance and PMC Chapter 18.110 are consistent with the Pleasanton General Plan, the PMC and applicable federal and state law; and (d) neither this Ordinance nor PMC Chapter 18.110 will be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 2. AMENDMENT OF PMC CHAPTER 18.110. The City Council does hereby repeal and replace PMC Chapter 18.110 (Personal Wireless Service Facilities) to read as set forth in Exhibit A.

SECTION 3. SEVERABILITY. If any section, subsection, paragraph, sentence, clause, phrase or term (each a "Provision") in this Ordinance or PMC Chapter 18.110, or any Provision's application to any person or circumstance, is held illegal, invalid or unconstitutional by a court of competent jurisdiction, all other Provisions not held illegal, invalid or unconstitutional, or such Provision's application to other persons or circumstances, shall not be affected. The City Council declares that it would have passed this Ordinance and amended PMC Chapter 18.110 and each Provision therein, whether any one or more Provisions be declared illegal, invalid or unconstitutional.

SECTION 4. CEQA. If this Ordinance qualifies as a "project" subject to California Environmental Quality Act ("CEQA") Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), there is no possibility that this project will have a significant impact on the physical environment. This Ordinance amends PMC Chapter 18.110 in a manner that complies with federal and state regulations. This Ordinance does not directly or indirectly authorize or approve any actual changes in the physical environment.

Applications for any new wireless facility or change to an existing wireless facility would be subject to additional environmental review on a case-by-case basis. Accordingly, the City Council finds that this Ordinance is exempt from CEQA under the general rule.

SECTION 5. POSTING/PUBLISHING OF NOTICE. A summary of this ordinance shall be published once within fifteen (15) days after its adoption in "The Valley Times," a newspaper of general circulation published in the City of Pleasanton, and the complete ordinance shall be posted for fifteen (15) days in the City Clerk's office within fifteen (15) days after its adoption.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after the date of its passage and adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on April 21, 2026, and was adopted by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jack Balch, Mayor

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

CHAPTER 18.110

PERSONAL WIRELESS SERVICE FACILITIES

§ 18.110.010. Purpose and Intent.

This chapter of the Pleasanton Municipal Code establishes the regulatory process for all requests for the City's regulatory authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy wireless facilities, small wireless facilities and eligible facilities requests within the City's territorial and jurisdictional boundaries.

§ 18.110.020. Definitions.

Notwithstanding anything in this chapter to the contrary, the abbreviations, phrases, terms and words used in this chapter will have the following meanings assigned to them unless context indicates otherwise. Undefined phrases, terms or words in this section will have their ordinary meanings. The definitions in this section shall control over conflicting definitions for the same or similar abbreviations, phrases, terms or words as may be defined elsewhere in this chapter or in the Pleasanton Municipal Code. However, if any definition assigned to any phrase, term or word in this chapter conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control.

(a) "**eligible facilities request**" means the same as defined in 47 U.S.C. Section 1455(a)(2), and as interpreted by the FCC in 47 C.F.R. Section 1.6100(b)(3).

(b) "**FCC**" means the "Federal Communications Commission", as constituted by the Communications Act of 1934, Pub. L: 73-416, 48 Stat. 1064, codified as 47 U.S.C. Sections 151 *et seq.* or its duly appointed successor agency.

(c) "**personal wireless service facilities**" mean the same as defined in 47 U.S.C. Section 332(c)(7)(C)(ii).

(d) "**Section 6409**" means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. Section 1455(a).

(e) "**small wireless facility**" means same as defined by the FCC in 47 C.F.R. Section 1.6002(*l*).

(f) "**wireless facility**" means a personal wireless service facility.

§ 18.110.030. Wireless Facilities.

All requests for the City's regulatory authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy wireless facilities not otherwise regulated by Section 18.110.040 through Section 18.110.050 within the City's territorial and jurisdictional boundaries are subject to a permit as specified in a City Council policy, which may be adopted, amended and/or repealed by a resolution of the City Council. All wireless facilities shall comply with the City Council's policy. If a City Council policy is not adopted, or is otherwise repealed after adoption and not replaced, an application for a wireless facility shall be processed pursuant to Title 18 (Zoning).

§ 18.110.040. Small Wireless Facilities.

All small wireless facilities are subject to a permit as specified in a City Council policy, which may be adopted, amended and/or repealed by a resolution of the City Council. All small wireless facilities shall comply with the City Council's policy. If a City Council policy is not adopted, or is otherwise repealed after adoption and not replaced, an application for a small wireless facility shall be processed pursuant to Title 18 (Zoning).

§ 18.110.050. Eligible Facilities Requests.

All eligible facilities requests and other applications submitted for approval pursuant to Section 6409 are subject to a permit as specified in a City Council policy, which may be adopted, amended and/or repealed by a resolution of the City Council. All eligible facilities requests and other applications submitted for approval pursuant to Section 6409 shall comply with the City Council's policy. If a City Council policy is not adopted, or is otherwise repealed after adoption and not replaced, an eligible facilities request or other application submitted for approval pursuant to Section 6409 shall be processed pursuant to Title 18 (Zoning).

§ 18.110.060. Violations.

Any use or condition caused or permitted to exist in violation of any provision of this chapter shall be and hereby is declared a public nuisance and may be subject to injunctive relief as set forth in Chapter 1.16 (Injunctive Relief), administrative citations as set forth in Chapter 1.24 (Administrative Citations), administrative remedies as set forth in Chapter 1.28 (Administrative Remedies), abatement pursuant to Chapter 9.28 (Property Maintenance), any and all applicable processes and procedures pursuant to the Pleasanton Municipal Code, including but not limited to Chapter 18.140 (Penalties), California Code of Civil Procedure Section 731, or any other remedy available to the City.

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON ADOPTING THREE NEW POLICIES RELATED TO APPLICATIONS FOR WIRELESS FACILITIES: MACRO TOWERS, SMALL CELLS, AND MODIFICATIONS TO EXISTING FACILITIES

WHEREAS, given the complex and continually evolving nature of federal and state laws concerning wireless, setting the regulatory framework for wireless applications in policies (rather than in the municipal code) provides the City with the ability to adapt more flexibly over time and remain in step with regulatory changes as well as changes in technology; and

WHEREAS, on March 25, 2026, the Planning Commission held a duly noticed public hearing to consider the three new wireless policies and made a recommendation to the City Council to approve three new policies; and

WHEREAS, at a duly noticed public hearing on April 21, 2026, the City Council considered the staff report and all written and oral testimony, and introduced an Ordinance amending Chapter 18.110 of the Pleasanton Municipal Code; and

WHEREAS, said ordinance provides that all wireless facilities shall be governed by three new policies, covering macro facilities, small cell facilities, and existing facilities under Section 6409 as adopted by this resolution.

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

SECTION 1: The City Council hereby adopts the following three policies related to: 1) Wireless Telecommunications Facilities (a.k.a. macro facilities) (Exhibit A) ; 2) Small Wireless Facilities (a.k.a., small cells) (Exhibit B); and 3) Collocations and Modifications to Existing Wireless Facilities as Eligible Facilities Requests (a.k.a. section 6409 applications) (Exhibit C).

SECTION 2: If any of the three policies qualifies as a “project” subject to California Environmental Quality Act (“CEQA”) Guidelines § 15378 and California Public Resources Code § 21065, the City Council finds that, pursuant to CEQA Guidelines § 15061(b)(3), there is no possibility that the project will have a significant impact on the physical environment. These three policies are adopted in a manner that complies with federal and state regulations. These three policies do not directly or indirectly authorize or approve any actual changes in the physical environment. Applications for any new wireless facility or change to an existing wireless facility would be subject to additional environmental review on a case-by-case basis. Accordingly, the City Council finds that these three policies are exempt from CEQA under the general rule.

SECTION 3. This resolution shall become effective immediately after its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

CITY OF PLEASANTON	**POLICY NO. [*RESERVED*]**
	Adopted: April 21, 2026
General Subject: Wireless Telecommunications Facilities	

TABLE OF CONTENTS

SECTION 1. INTRODUCTION AND BACKGROUND 2
SECTION 2. PURPOSE AND INTENT 2
SECTION 3. DEFINITIONS 3
SECTION 4. APPLICABILITY 6
SECTION 5. REQUIRED PERMITS AND APPROVALS 7
SECTION 6. ADMINISTRATIVE ORDERS AND REGULATIONS 7
SECTION 7. PERMIT APPLICATIONS 8
SECTION 8. PEER AND INDEPENDENT CONSULTANT REVIEW 10
SECTION 9. PUBLIC NOTICE 11
SECTION 10. APPROVALS; DENIALS; APPEALS 12
SECTION 11. LOCATION STANDARDS 14
SECTION 12. DESIGN STANDARDS 16
SECTION 13. STANDARD CONDITIONS FOR APPROVED PERMITS 22
SECTION 14. AMORTIZATION 34
SECTION 15. SPECIAL EXCEPTIONS FOR FEDERAL OR STATE PREEMPTION 35
SECTION 16. VIOLATIONS 36

Section 1. INTRODUCTION AND BACKGROUND

Local authority over communications facilities exists at an often-complex intersection between state law, federal law, changes in technologies and public policies. Laws and regulations impact not only whether municipalities may regulate, but how, when and even for what purpose.

This policy establishes the regulatory process for all requests for the City's regulatory authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy wireless facilities within the City's territorial and jurisdictional boundaries.

On April 21, 2026, and pursuant to Section 18.110.030 of the Municipal Code, the City Council adopted this policy to conform the City's permit process for wireless telecommunications facilities with applicable law.

Section 2. PURPOSE AND INTENT

(a) The City intends this policy to establish reasonable, uniform and comprehensive standards and procedures for wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City's territorial boundaries, consistent with and to the extent permitted under federal and California state law.

(b) The standards and procedures contained in this policy are intended to, and should be applied, consistent with federal and state law, to protect and promote public health, safety and welfare, and balance the benefits that flow from robust, advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City, its neighborhoods and community.

(c) This policy is also intended to reflect and promote the community interest by (1) ensuring that an appropriate balance between public and private interests are maintained; (2) protecting the City's visual character and property values from potential adverse impacts and/or visual blight created and/or exacerbated by wireless facilities and related communications infrastructure; (3) protecting and preserving the City's environmental resources; and (4) ensuring appropriate placement of high-quality, advanced wireless services for the City's residents, businesses and visitors.

(d) This policy is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally

equivalent personal wireless services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; (6) impose any unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) otherwise authorize the City to violate any applicable federal or California state law.

Section 3. DEFINITIONS

The abbreviation, phrases, terms and words used in this policy will have the following meanings assigned to them unless context indicates otherwise. Undefined phrases, terms or words in this section will have the meanings assigned to them in 1 U.S.C. § 1, as may be amended or superseded, and, if not defined therein, will have their ordinary meanings.

The definitions in this policy shall control over conflicting definitions for the same or similar abbreviations, phrases, terms or words as may be defined in the Municipal Code. However, if any definition assigned to any phrase, term or word in this chapter conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control. All references to codified statutes, regulations or other rules shall be deemed to refer to such statutes, regulations or other rules as they may be amended or superseded.

(a) "**amateur station**" means the same as defined by the FCC in 47 C.F.R. § 97.3, which defines the term as "a station in an amateur radio service consisting of the apparatus necessary for carrying on radiocommunications." This term includes amateur radio antennas and related facilities used for amateur radio services.

(b) "**appellate authority**" means the City official or appointed/elected body responsible for review of approval authority decisions and vested with authority to hear and decide appeals. For appeals from either the Zoning Administrator or the Planning Commission, the appellate authority shall be the City Council.

(c) "**approval authority**" means the City official or appointed/elected body responsible for application review and vested with authority to approve or deny such applications. For Wireless Facility Permits, the approval authority shall be the Zoning Administrator, unless referred by the Zoning Administrator to the Planning Commission.

(d) "**architecturally integrated**" means stealth concealment that mimics the existing architecture, design, materials and finishes of the underlying structure such that the wireless facility appears to be something other than a wireless facility and part of the original structure's design.

(e) "**City**" means the City of Pleasanton, California.

(f) "**City Council**" means the City Council of the City of Pleasanton, California.

(g) "**collocation**" means the same as defined by the FCC in 47 C.F.R. § 1.6002(g).

(h) "**CPUC**" means the California Public Utilities Commission established in the California Constitution, Article XII, § 5, or its duly appointed successor agency.

(i) "**Department**" means the City of Pleasanton Community and Economic Development Department.

(j) "**Director**" means the City of Pleasanton Community and Economic Development Department Director or their designee.

(k) "**eligible facilities request**" means the same as defined in 47 U.S.C. § 1455(a)(2), and as interpreted by the FCC in 47 C.F.R. § 1.6100(b)(3).

(l) "**FCC**" means the "Federal Communications Commission", as constituted by the Communications Act of 1934, Pub. L: 73-416, 48 Stat. 1064, codified as 47 U.S.C. §§ 151 *et seq.* or its duly appointed successor agency.

(m) "**Fire Safety Authority**" means the Livermore-Pleasanton Fire Department or their designee.

(n) "**historic resource**" means any prehistoric or historic district, neighborhood, site, building, structure or object included in, or eligible for inclusion in the National Register of Historic Places or the California Register of Historical Resources, or identified in the City of Pleasanton General Plan or the Downtown Specific Plan. The term includes artifacts, records and remains related to or located within such properties. The term also includes properties with traditional religious and/or cultural importance to any Native American tribe.

(o) "**ministerial permit**" means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City's jurisdiction. Ministerial permits may include, without limitation, any building permit, construction permit, electrical permit, excavation permit, traffic control permit, encroachment permit and/or any similar over-the-counter approval issued by the City's departments.

(p) "**Municipal Code**" means the City of Pleasanton Municipal Code.

(q) "**OTARD**" means any "over-the-air reception device" subject to 47 C.F.R. §§ 1.4000 *et seq.*, which generally includes satellite television dishes and certain fixed wireless antennas not greater than one meter in diameter.

(r) "**personal wireless service facilities**" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(ii).

(s) "**personal wireless services**" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i).

(t) "**persons entitled to notice**" means (1) all real property owners; and (2) all occupants of each physical address for all properties, each within 500 feet of the exterior boundaries of the proposed wireless facility. Mailed notice will be deemed given to real property owners when sent to the address listed on the most recent equalized assessment roll. Mailed notice will be deemed given to all occupants when sent to the real property's physical address.

(u) "**public right-of-way**" or "**public rights-of-way**" means land or an interest in land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for or dedicated to or open to the use by the general public for road or highway purposes. The term does not include private or public utility easements unless such easement is reserved for or dedicated to or open to the use by the general public for road or highway purposes.

(v) "**RF**" means radio frequency.

(w) "**Section 6409**" means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a).

(x) "**shot clock**" means the presumptively reasonable time defined by the FCC, or time specified under state law, if applicable, in which a state or local government must act on an application or request for authorization to place, construct or modify personal wireless service facilities.

(y) "**small wireless facility**" means the same as defined by the FCC in 47 C.F.R. § 1.6002(*l*).

(z) "**stealth**" means concealment elements, measures and techniques to: (1) architecturally integrate a wireless facility into the underlying support structure or building (*e.g.* with the use of existing or new parapet walls, cupolas, steeples, chimneys, etc.) and consistent with the style, proportion and construction quality of the underlying support structure or building); or (2) mimic or blend with the surrounding built or natural environment and adjacent uses (*e.g.*, faux trees, faux water towers, etc.), and which completely screens transmission equipment from public view. The foregoing stealth concealment techniques examples are included without limitation.

(aa) "**wireless facility**" means a personal wireless service facility.

(bb) "**Wireless Facility Permit**" means the permit approval required by the City of Pleasanton Community and Economic Development Department to authorize the use of wireless facilities subject to this policy.

(cc) "**Zoning Administrator**" means the same as defined in Section 18.08.010 of the Municipal Code, or their designee.

Section 4. APPLICABILITY

(a) **General.** This policy applies to all requests for the City's regulatory authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy wireless facilities within the City's territorial and jurisdictional boundaries, unless expressly exempted pursuant to this Section 4.

(b) **Wireless Facilities on City Property or Structures.** This policy applies to permit applications, submitted to the City in its regulatory capacity as the permitting agency, for wireless facilities on property or structures owned or controlled by the City; provided, however, that this policy does not govern whether or under what terms and conditions the City, in its proprietary capacity as the property or structure owner, would lease, license or otherwise allow a wireless facility on such property or structures.

(c) **Small Wireless Facilities; Eligible Facilities Requests.** Notwithstanding anything in this policy to the contrary, this policy shall not be applicable to small wireless facilities, eligible facilities requests and/or other applications submitted for approval pursuant to Section 6409.

(d) **Other Exemptions.** Notwithstanding anything in this policy to the contrary, this policy shall not be applicable to the following:

(1) wireless facilities operated for public purposes by the City or through joint powers authorities that the City is a member;

(2) wireless facilities installed completely indoors and used to extend personal wireless services into a business or the subscriber's private residence, such as a femto cell or indoor distributed antenna system;

(3) OTARD antennas;

(4) antennas and related transmission equipment used in connection with a duly authorized amateur station; or

(5) wireless facilities or other transmission equipment owned and operated by CPUC-regulated electric companies for use in connection with electrical power, generation, transmission and distribution facilities subject to CPUC General Order 131-E.

(e) **Severability.** If any provision in this policy or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (1) such provision or its application to such person, entity or circumstance will be deemed severed from this policy; (2) all other provisions in this policy or their application to any person, entity or circumstance will not be affected; and (3) all other provisions in this policy or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by law.

Section 5. REQUIRED PERMITS AND APPROVALS

(a) **Required Permits.** All wireless facilities subject to this policy shall require a Wireless Facility Permit subject to the approval authority's prior review and approval.

(b) **Referral.** The Zoning Administrator may refer any application for a Wireless Facility Permit to the Planning Commission when the Zoning Administrator, in the Zoning Administrator's discretion, determines that the application implicates a significant planning concern.

(c) **Other Permits and Regulatory Approvals.** In addition to any permit or approval required under this policy, the applicant must obtain all other permits and regulatory approvals (such as compliance with the California Environmental Quality Act) as may be required by any other federal, state, regional or local government agencies, which includes without limitation any permits and/or approvals issued by other City departments or divisions such as encroachment permits for work or facilities in the public right-of-way. All applications for ministerial permits submitted in connection with a proposed wireless facility or other infrastructure deployment must contain a valid permit issued by the City for the proposed wireless facility. Any application for any ministerial permits submitted without such permit for the proposed wireless facility may be denied without prejudice. Any permit or approval granted under this policy or deemed granted or deemed approved by the operation of law shall remain subject to any and all lawful conditions and/or legal requirements associated with such other permits or approvals. Furthermore, and to avoid potential confusion, an exemption from the permit requirement under Section 4(d) does not exempt the same wireless facilities or other infrastructure deployments from any other permits or approvals, which includes without limitation any ministerial permits from the City.

Section 6. ADMINISTRATIVE ORDERS AND REGULATIONS

In addition to the requirements in this policy, the Director may adopt such orders or regulations as the Director deems necessary or appropriate to protect and maintain public health, safety, welfare and convenience. The Director is also authorized to establish other reasonable rules and regulations for duly filed applications, which may include without

limitation regular hours for application submittals and resubmittals, as the Director deems necessary or appropriate to organize, document and manage the application intake process. All such requirements, materials, rules and regulations must be in written form and publicly stated.

Section 7. PERMIT APPLICATIONS

(a) **Application Required.** The approval authority shall not approve any requests for authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy wireless facilities except upon a complete and duly filed application consistent with this section and any other written rules or requirements the City or the Director may establish from time to time in any publicly-stated format.

(b) **Application Fee/Deposit.** The applicant shall submit the applicable permit application fee, application review deposit, or combination application fee and review deposit adopted by City Council resolution at the time of application. If no permit application fee, application review deposit, or combination application fee and review deposit has been adopted at the time of application, then the applicant must submit a signed written statement that acknowledges that the applicant will be required to submit a deposit estimated by the Director to reimburse the City for its reasonable costs incurred in connection with the application within 10 business days after the City issues a written demand for reimbursement. Additional deposits shall be required if the deposit is inadequate and must be replenished. If the deposit exceeds the actual costs, the difference will be returned to the applicant following final inspection in event of an approval, withdrawal of the application, or the conclusion of any appeals or expiration of any appeal periods, whichever occurs later, in event of a denial.

(c) **Application Content.** All applications for a permit must include all the information and materials required by the Director for the application. The Director is authorized to develop, publish and from time-to-time update or amend permit application requirements, forms, checklists, guidelines, informational handouts and other related materials that the Director finds necessary, appropriate or useful for processing any application governed under this policy. All such requirements must be in written form and publicly stated and available. All applications shall, at a minimum, require the applicant to demonstrate that the proposed project will be in planned compliance with all applicable health and safety laws, regulations or other rules, which include without limitation all building codes, electric codes and all FCC rules for human exposure to RF emissions.

(d) **Voluntary Pre-Application Conferences.** The Department shall provide prospective applicants with the opportunity to schedule and attend a voluntary pre-application conference with Department staff. The City strongly encourages, but does not require, pre-application conferences for all applications. This voluntary pre-application conference process, including but not limited to any requests for

conferences or meetings, submittal of pre-application materials, or the occurrence of any conferences or meetings, does not, and shall not be deemed to, commence any shot clocks. This voluntary pre-application conference is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process, any latent issues in connection with the proposed or existing wireless facility, such as compliance with generally applicable rules for public health and safety; potential stealth or concealment issues or concerns (if applicable); coordination with other City departments and/or divisions responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The Department shall use reasonable efforts to provide the applicant with an appointment within five working days after receiving a written request and any applicable fee or deposit to reimburse the City for its reasonable costs to provide the services rendered in the pre-application conference.

(e) **Application Submittal.** Unless the Director establishes an alternative submittal procedure pursuant to Section 6, all applications submitted, or resubmitted in response to an incomplete notice as the case may be, under this policy must be submitted to the Department through the online permitting portal only during the Department's "Permit Center Hours" as published on the Department's website. The Department's Permit Center Hours exclude City holidays or other days that the City is closed. Any applications submitted, or resubmitted as the case may be, after such Permit Center Hours will be deemed submitted, or resubmitted, and received by the Department at the start of "Permit Center Hours" on the next scheduled working day. Any application received in a manner not authorized by this policy or alternatives established by the Director, whether delivered in-person, by mail, electronically or through any other means, will not be considered duly filed whether the City retains the submitted materials or not.

(f) **Voluntary Community Meetings.** The City strongly encourages, but does not require, applicants to schedule, notice, arrange, and attend a voluntary community meeting with all interested members of the public. Community meetings may be conducted before or after submittal. This voluntary community meeting does not cause the FCC shot clock to begin and is intended to give applicants the opportunity to hear from members of the public regarding the proposed project. Applicants should schedule any voluntary community meetings at times and in locations that are conducive to maximizing public participation. Applicants are encouraged (but not required) to bring any draft applications, plans, maps, presentations or other materials to facilitate the public's understanding of the applicant's proposed project. Applicants are also encouraged (but not required) to maintain minutes or a comment log of the community meeting. The City seeks to encourage dialogue that may allow applicants to address areas of concern and

may lessen the likelihood of appeals. Community meetings may be conducted before or after submittal. Public notice for a community meeting should be given in the manner described for persons entitled to notice, except that the applicant is responsible for the cost and implementation of noticing.

(g) **Applications Deemed Withdrawn.** To promote efficient review and timely decisions, any application governed under this policy will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the Department within 90 calendar days after the Department deems the application incomplete in a written notice to the applicant. The Director, in the Director's discretion, may grant a written extension for up to an additional 60 calendar days when the applicant submits a written request prior to the 90th day that shows good cause to grant the extension. Good cause for an extension shall include, without limitation, delays due to circumstances outside the applicant's reasonable control.

Section 8. PEER AND INDEPENDENT CONSULTANT REVIEW

(a) **Authorization.** The Director is authorized to, in the Director's discretion, select and retain an independent consultant with specialized training, experience and/or expertise in telecommunications issues in connection with any permit application. The Director may request an independent consultant review on any issue that involves specialized or expert knowledge in connection with wireless facilities deployment or permit applications for wireless facilities, which include without limitation: (1) permit application completeness and/or accuracy; (2) compliance with applicable regulations for human exposure to RF emissions; (3) whether and to what extent a proposed project will comply with applicable laws, including but not limited to this policy and its design standards; (4) the applicability, reliability and/or sufficiency of any information, analyses or methodologies used by the applicant to reach any conclusions about any issue with the City's discretion to review; and (5) any other issue identified by the Director that requires expert or specialized knowledge, which includes, without limitation, any issues related to an exception requested by the applicant pursuant to Section 15. The Director may request that the independent consultant prepare written reports, testify at public meetings, hearings and/or appeals and attend meetings with City staff and/or the applicant.

(b) **Cost Reimbursement / Deposit.** Subject to applicable laws, if the Director elects to retain an independent consultant in connection with any permit application, then the applicant shall be responsible for the actual and reasonable costs incurred by the City in connection with the services provided, which may include, without limitation, actual and reasonable costs incurred by the independent consultant to attend and participate in any meetings or hearings related to the permit application and the City's actual and reasonable costs incurred to administer the independent consultant contract. The applicant shall tender to the City a deposit in an amount equal to the estimated actual and reasonable cost for the services to be provided,

as determined by the Director if no deposit amount has been established and paid pursuant to Section 7(b) of this policy. The deposit funds shall be applied to the independent consultant's invoices as such invoices are approved by the Director. The Director may request additional deposits as reasonably necessary to ensure sufficient funds are available to cover the reasonable costs in connection with the independent consultant's services. If the deposit exceeds the total costs for the independent consultant's services, then the Director shall promptly return any unused funds to the applicant after the wireless facility has been installed and passes a final inspection. If the reasonable costs for the independent consultant's services exceed the deposit, then the Director shall invoice the applicant for the balance. The Director is authorized to develop, publish and from time-to-time, update a standard deposit agreement consistent with this section. The City shall not issue any construction or encroachment permits to any applicant with any unpaid deposit requests or invoices.

(c) **Fire Safety Authority Independent Consultants.** In addition, the Fire Safety Authority has the authority to select and retain an independent consultant with expertise and/or specialized training in fire safety and fire hazard mitigation and prevention satisfactory to the Fire Safety Authority in connection with any application. The Fire Safety Authority may request independent consultant review on any matter referred or committed to the Fire Safety Authority for review or approval. Subject to applicable laws, in the event that the Fire Safety Authority elects to retain an independent consultant in connection with any application, the applicant shall be responsible for the actual and reasonable costs in connection with the services provided, which may include without limitation any actual and reasonable costs incurred by the independent consultant to attend and participate in any meetings or hearings and the Fire Safety Authority's actual and reasonable costs to administer the independent consultant contract. The same procedures for fee deposits, cost reimbursements and refunds to the applicant as described above in Section 8(b) shall be applicable to independent consultant review required by the Fire Safety Authority.

Section 9. PUBLIC NOTICE

(a) **Mailed Notice.** Within 10 calendar days of an application being filed for a personal wireless service facility, the Department shall mail a written notice to all persons entitled to notice. The notice shall include: (1) the project location with a street address (or an approximate street address, if no address exists); (2) the City's permit application number; (3) a general project description; (4) contact information for the Department so that persons may request additional information or submit comments; and (5) a statement that persons interested in requesting a hearing must file a written request with the Director within 30 days of the date the notice was mailed by the City.

(b) **Public Hearing Notices.** At least 10 calendar days before any public hearing in connection with an application for a wireless facility, the Department shall: (1) mail

notice to the applicant, the requesting party or appellant, and persons entitled to notice; and (2) publish notice in at least one newspaper of general circulation within the City or post notice in at least three public places in the City including one public place in the area directly affected by the proceeding. The public hearing notice shall include the project location, a general project description, and the date, time and location for the public hearing. Failure to mail notices shall not invalidate the proceedings.

Section 10. APPROVALS; DENIALS; APPEALS

(a) **Initial Administrative Decision.** The Zoning Administrator may approve, conditionally approve, or deny a complete and duly filed Wireless Facility Permit application administratively if no request for a hearing is timely filed, or at an administrative hearing if a timely request for a hearing is timely filed. If the Zoning Administrator refers an application for a Wireless Facility Permit to the Planning Commission, the Planning Commission may approve, conditionally approve, or deny a complete and duly filed Wireless Facility Permit application at a public hearing.

(b) **Required Findings for Approval.** The approval authority may approve wireless communication facility applications only when the approval authority makes all the following findings:

(1) the proposed wireless facility is in a preferred location as defined in this policy; or the proposed wireless facility is in a discouraged location as defined in this policy and the applicant has demonstrated through a meaningful comparative analysis that no more preferred location would be technically feasible and potentially available;

(2) the proposed wireless facility is on a preferred support structure as defined in this policy; or the proposed wireless facility is on a discouraged support structure as defined in this policy and the applicant has demonstrated through a meaningful comparative analysis that no more preferred support structure would be technically feasible and potentially available;

(3) the proposed wireless facility complies with all applicable development standards in this policy, the Municipal Code and any other applicable regulations;

(4) the applicant has demonstrated that the proposed wireless facility will comply with all applicable FCC regulations and guidelines for human exposure to RF emissions and will not, either individually or cumulatively with other transmitters in the vicinity, result in RF exposures that exceed the FCC's maximum permissible exposure level for the general population;

(5) all public notices required for the application have been given; and

(6) any required California Environmental Quality Act findings have been made.

(c) **Conditional Approvals; Denials without Prejudice.** Subject to any applicable federal or state laws, nothing in this policy is intended to limit the approval authority's (or the appellate authority's) ability to conditionally approve or deny without prejudice any permit application governed under this policy as may be necessary or appropriate to protect and promote the public health, safety and welfare, and to advance the goals or policies in the general plan and any applicable specific plan, this policy or the Municipal Code.

(d) **Decision Notices.** Within five calendar days after the approval authority (the Zoning Administrator or Planning Commission) acts on an application or before the shot clock expires (whichever occurs first), the Department shall provide a written notice to the applicant and notify the City Council about such decision. If the approval authority (or appellate authority) denies the application (with or without prejudice), the written notice to the applicant must contain the reasons for the denial.

(e) **City Council Call for Review.** Within 10 calendar days after the approval authority approves or denies any application under this policy, any member of the City Council may advise the City Clerk in writing that the member wants the appellate authority to review the approval authority's decision provided that: (1) the provisions of this section shall control over those in Section18.144.010 (City council review) of the Municipal Code; (2) the City Clerk shall schedule the review at a public hearing of the appellate authority; (3) the appellate authority shall hear reviews *de novo*; (4) the City Clerk shall provide notice of the review hearing pursuant to Section 9(b). The City shall provide a written notice to the applicant about such decision. If the appellate authority denies the application after review (whether by affirmation or reversal), the written notice to the applicant must contain the reasons for the denial. The appellate authority's decision shall be final and not subject to any further City appeals or petitions for reconsideration.

(f) **Appeals.** Within 10 calendar days after the approval authority approves or denies any application under this policy, any interested person may file an appeal to the City Council for cause provided that: (1) the appeal provisions in this policy shall control over those in Chapter 18.144 (Appeals) of the Municipal Code; (2) an appeal must be timely and duly filed with the City Clerk on a form provided by the City Clerk, or if no such form is available, in a writing that states in plain terms the grounds for appeal and the facts that support those grounds; (3) appeals from an approval shall not be permitted when based on reasons otherwise compliant under this policy, including appeals based on the environmental effects from RF emissions that are compliant with applicable FCC regulations and guidelines; (4) the City Council shall hear appeals *de novo*; and (5) the City Clerk shall provide notice of the appeal hearing pursuant to Section 9(b). The City shall provide a written notice to the applicant about such decision. If the City Council denies the

application after review (whether by affirmation or reversal), the written notice to the applicant must contain the reasons for the denial. The City Council's decision shall be final and not subject to any further City appeals or petitions for reconsideration.

Section 11. LOCATION STANDARDS

(a) **Preface.** This section sets out criteria to determine the preferred location and support structure for wireless facilities. The City considers the most preferred location and support structure to be the least intrusive means for an applicant to provide its services to the public. Subsection (b)(1) describes general plan areas and land use designations where wireless facilities are generally most preferred. Subsection (b)(2) provides specific locations where wireless facilities are discouraged. It is possible for a proposed facility to be simultaneously in a "preferred" and "discouraged" location, for example, a facility within a commercial district that is also within 100 feet of a residential dwelling unit. In such cases, the location shall be deemed a "discouraged" location.

(b) **Locations.** To assist applicants, staff, and the approval authority to understand and respond to the community's aesthetic preferences and values, this subsection (b) describes preferred and discouraged locations for wireless facilities.

(1) **Preferred Locations.** All applicants must, to the extent technically feasible and potentially available, propose new wireless facilities in a preferred location. When a parcel is zoned Planned Unit Development ("**PUD**"), the land use designations listed under the particular PUD will apply, or if no land use designations as stated in the General Plan Land Use Map are listed, or the land use designations listed invoke multiple types of land use designations (*e.g.,* high density residential/commercial), staff may apply development standards appropriate for the parcel.

The following locations are all considered "preferred locations" and are ranked in order of most preferred to least preferred. Applicants must propose new facilities on parcels with the most preferred land use designation whenever technically feasible and potentially available. Applications must include a written justification as part of their application submittal, supported by factual and verifiable evidence, that demonstrates no location with a more preferred land use designation is technically feasible and available. Alternatively, an applicant can propose a facility in a less preferred location (without showing feasibility and availability) if the facility is stealth with concealment elements pursuant to Section 12:

(A) parcels within a land use designation of industrial;
(B) parcels within a land use designation of commercial;
(C) parcels within a land use designation of office;
(D) parcels within a land use designation of mixed use;

(E) parcels within a land use designation of agriculture;
(F) parcels within a land use designation of public and institutional;
(G) parcels that are designated as public park or parkland in the City's Parks and Recreation Master Plan;
(H) parcels with an existing City-owned water tank facility or parcels adjacent to a City-owned water tank facility;
(I) parcels with an existing school;
(J) parcels with an existing religious institution;
(K) any location within the Downtown Specific Plan Area where the wireless facility is stealth with concealment elements pursuant to Section 12 and is an installation on a rooftop or is architecturally integrated into an existing building;
(L) parcels that have no underlying zoning, (*e.g.*, portions of the Iron Horse Trail), and that are adjacent to any of the land use designations identified above.

(2) **Discouraged Locations.** When no preferred location is technically feasible and potentially available, the applicant may propose a wireless facility in a discouraged location pursuant to an exception under Section 15, including a written justification supported by factual and verifiable evidence, demonstrating that no preferred location is technically feasible and potentially available. If a wireless facility must be placed in a discouraged location, the applicant shall use the least-discouraged location that is technically feasible and potentially available. The following locations are discouraged, and ordered from least discouraged to most discouraged:

(A) any location where the wireless facility is not stealth with concealment elements pursuant to Section 12 and is within 500 feet of an existing tower or other freestanding wireless facility;
(B) any location where the wireless facility is not stealth with concealment elements pursuant to Section 12 and is visible from the I-580 or I-680 freeways, or is located within 200 feet of an historic resource;
(C) any location within the Downtown Specific Plan Area where the wireless facility is not stealth with concealment elements pursuant to Section 12, or is an installation on a tower or other freestanding wireless facility or an existing non-building structure (*e.g.,* electric transmission tower, flagpole, commercial pole sign, etc.), even if stealth with concealment elements;
(D) parcels with a land use designation of residential or parcels within a PUD with residential land use designations or development standards substantially similar to the residential land use designations;
(E) any location where the wireless facility would be within 100 feet from a residential dwelling unit (but not accessory structures, detached garages, sheds, pool houses, etc.).

(c) **Support Structures.** All applicants must, to the extent technically feasible and potentially available, propose new facilities on a preferred support structure. This subsection (c) generally describes preferred and discouraged support structures, further subject to specific support structure criteria, if any, specified in Section 11(b). The approval authority shall consider whether any more preferred support structure would be technically feasible and potentially available. The approval authority may require the applicant to use a more preferred support structure when the alternative is technically feasible and potentially available.

(1) **Preferred Support Structures.** The City's preferences for support structures are as follows, order from most preferred to least preferred:

(A) collocation on an existing structure with existing wireless facilities;
(B) installations on a rooftop;
(C) installations on a building facade;
(D) installations on an existing non-building structure (*e.g.*, electric transmission tower, flagpole, commercial pole sign, etc.)

(2) **Discouraged Support Structures.** When no preferred support structure is technically feasible and potentially available, the applicant may propose a wireless facility on a discouraged support structure pursuant to an exception under Section 15, including a written justification supported by factual and verifiable evidence, demonstrating that no preferred support structure is technically feasible and potentially available. If a wireless facility must be installed on a discouraged support structure, the applicant shall use the least-discouraged support structure that is technically feasible and potentially available. The following support structures are discouraged, and ordered from least discouraged to most discouraged:

(A) installations on a new freestanding structure outside the public rights-of-way;
(B) installations on an existing pole located within the public rights-of-way;
(C) installations on a new or replacement pole within the public rights-of-way;
(D) installations on a new freestanding pole within the public rights-of-way;

Section 12. DESIGN STANDARDS

(a) **General Design Standards.** The standards in this subsection (a) shall be applicable to all wireless facilities:

(1) **Stealth/Concealment.** All wireless facilities must be stealth to the maximum extent feasible with concealment elements, measures and techniques that mimic or blend with the underlying support structure, surrounding environment and adjacent uses.

(2) **Least Visible Equipment.** The applicant must use the smallest and least visible antennas and accessory equipment possible to accomplish the service objectives.

(3) **Overall Height.** All wireless facilities must be compliant with maximum overall height limits applicable to structures on the underlying parcel; provided, however, that facilities that are stealth with concealment elements pursuant to this Section 12 may exceed the applicable height limit by not more than 10 feet.

(4) **Equipment Mounting Height.** The bottom of any antenna or accessory equipment must be mounted at least 15 feet above grade unless topography conditions warrant a different minimum height.

(5) **Finishes.** All exterior surfaces shall be painted, colored, and/or wrapped in flat, non-reflective hues that match the underlying support structure or blend with the surrounding environment, minimizing visibility to the greatest extent feasible. All exterior surfaces on wireless facilities shall be constructed from, or coated with, graffiti-resistant materials or sealant. All finishes shall be subject to the approval authority's prior approval.

(6) **Setbacks.** All wireless facilities must be compliant with all setback requirements applicable to structures on the underlying parcel. Additionally, all towers and other freestanding wireless facilities must be setback from adjacent public rights-of-way to the greatest extent technically feasible.

(7) **Noise.** All wireless facilities must be compliant with all applicable noise regulations, which includes, without limitation, any noise regulations in the Municipal Code, including Chapter 9.04 (Noise Regulations) of the Municipal Code. The approval authority may require the applicant to incorporate appropriate noise-baffling materials and/or noise-mitigation strategies to avoid any ambient noise from equipment reasonably likely to exceed the applicable noise regulations.

(8) **Lights.** Wireless facilities may not include exterior lights other than as may be required under Federal Aviation Administration, FCC or other applicable federal or state governmental regulations. All exterior lights permitted or required to be installed must be installed in locations and within enclosures that mitigates illumination impacts on other properties to the maximum extent feasible. Any lights associated with the electronic equipment shall be appropriately shielded from public view. Light beacons and lightning arresters shall not be included in the design of the wireless facility unless the applicant demonstrates the same are required by applicable laws or regulations for health and safety purposes, or by the Federal Aviation Administration. Any light beacons or lightning arresters shall be included in the overall height calculation.

(9) **Trees and Landscaping.** Wireless facilities shall not be installed (in whole or in part) within any tree drip line. All wireless facilities proposed to be placed in a landscaped area should include landscape and/or hardscape features (which may include, without limitation, trees, shrubs and ground cover) and a landscape maintenance plan. The existing native vegetation shall be maintained to the maximum extent feasible. The approval authority may require additional landscape or hardscape features to screen the wireless facility from public view, avoid or mitigate potential adverse impacts on adjacent properties or otherwise enhance the stealth techniques required under this policy. All plants proposed or required must be native and/or drought-resistant and consistent with any landscaping requirements for the underlying zone and are further subject to approval by the approval authority.

(10) **Signage; Decals; Advertisements.** All wireless facilities must include signage that accurately identifies the equipment owner/operator, the owner/operator's site name or identification number and a 24 hours-per-day, seven day-per-week, toll-free telephone number to the owner/operator's network operations center. Wireless facilities may not bear any other signage, decals or advertisements unless expressly approved by the approval authority, required by law or recommended under FCC or other governmental agencies for compliance with RF emissions regulations.

(11) **Security Measures.** To prevent unauthorized access, theft, vandalism, attractive nuisance or other hazards, reasonable and appropriate security measures, such as locks, fences, walls, removable climbing pegs and anti-climbing devices, may be approved. Security measures shall be designed and implemented in a manner that enhances or contributes to the overall stealth techniques, and the approval authority may condition approval on additional stealth elements to mitigate any aesthetic impacts, which may include, without limitation, additional landscape or hardscape features. Barbed wire, razor ribbon, electrified fences or any similar security measures are prohibited. Cabinets and equipment shelters must be kept secured to prevent unauthorized access.

(12) **Fire Safety.** All wireless facilities shall include (A) a power shut off immediately accessible to fire service personnel, through a Knox box or similar rapid-access system approved by the Fire Safety Authority, upon arrival at the scene of a fire and/or anticipated power surge due to power being turned off or on for any reason; (B) surge protection devices capable of mitigating a direct or partial direct lightning discharge; (C) surge protection devices capable of mitigating significant electrical disturbances that may enter the wireless facility via conductive cables; (D) at least one-hour fire resistant interior surfaces to be used in the composition of all structures; and (E) monitored automatic fire notification and suppression systems for all wireless facilities as approved by the applicable Fire Safety Authority.

(13) **Secondary Power Sources.** The approval authority may approve secondary or backup power sources and/or generators on a case-by-case basis. No permanent diesel generators or other similarly noisy or noxious generators in or within 250 feet from any residence are permitted absent a showing of extraordinary need; provided, however, the approval authority may approve sockets or other connections used for temporary backup generators.

(14) **Parking; Access.** Any equipment or improvements constructed or installed in connection with any wireless facilities must not reduce any parking spaces below the minimum requirement for the subject property. Whenever feasible, existing parking and access should be used for ingress and egress from new wireless facilities rather than constructing new parking or access improvements to access the wireless facility. Any new parking or access improvements should be the minimum size necessary to reasonably accommodate the proposed use and comply with applicable safety codes.

(15) **Utilities.** All cables and connectors for telephone, primary electric and other similar utilities must be routed underground to the extent feasible in conduits large enough to accommodate future collocated wireless facilities. To the extent feasible, undergrounded cables and wires must transition directly into the pole base without any external doghouse or similar enclosure. Meters, panels, disconnect switches and other associated improvements must be placed in inconspicuous locations to the extent possible. No new overhead utility lines or service drops are permitted merely because compliance with the undergrounding requirements would increase the project cost. Microwave or other wireless backhaul is discouraged when it would involve a separate and non-stealth antenna.

(16) **Future Expansion.** To the extent feasible and aesthetically desirable, all new wireless facilities should be designed and sited in a manner that accommodates potential future collocations and other expansions that can be integrated into the proposed wireless facility or its associated structures with no or negligible visual changes to the outward appearance. The approval authority may waive this requirement when the approval authority determines future expansions at a proposed wireless facility would be aesthetically undesirable.

(17) **Compliance with Laws.** All wireless facilities must be designed and sited in compliance with all applicable federal, state, regional, and local laws, regulations, rules, restrictions and conditions, which includes without limitation the California Building Standards Code, Americans with Disabilities Act, the general plan and any applicable specific plan, the Municipal Code and any conditions or restrictions in any permit or other governmental approval issued by any public agency with jurisdiction over the project.

(18) **Licensed Engineer.** All construction plans, specifications, and reports concerning the requirements of this Section 12 must be prepared and sealed by a California licensed civil, structural, or geotechnical engineer, as applicable.

(b) **Towers and Freestanding Wireless Facilities.** In addition to all other design requirements in this policy, the following provisions shall be applied to an application for a tower or other freestanding wireless facility:

(1) **Quantity.** No more than one tower or other freestanding wireless facility shall be permitted on any one parcel unless the proposed tower or other freestanding wireless facility is stealth with concealment elements pursuant to this Section 12.

(2) **Placement.** Towers or other freestanding wireless facilities shall be located near existing structures or trees at similar heights for screening purposes wherever feasible, but not be located between the face of a building and a public right-of-way or park.

(3) **Height Limitation.** All towers and freestyle wireless facilities shall be designed at the lowest possible height necessary to achieve the applicant's service objectives with the slimmest profile possible for structural support. All towers and other freestanding wireless facilities shall not exceed the heigh limit for structures in the applicable zoning district. The height of a tower or freestanding wireless facility shall be measured from the natural undisturbed ground surface below the center of the base of the tower or freestanding wireless facility itself to the top of the pole or other support structure, highest antenna, piece of accessory equipment or stealth element, whichever is highest.

(4) **Fall Zone.** All towers and freestanding wireless facilities must be setback from habitable structures approved for residential occupancy by a distance equal to one horizontal foot for every foot of the tower height, or the distance from the highest engineered break point to the top of the tower. The approval authority may waive the setback requirement for freestanding towers that meet Class 3 structural standards for critical infrastructure as defined in the most current revision of the ANSI/TIA-222 Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures.

(5) **Tower-Mounted Equipment.** All tower-mounted equipment must be mounted as close to the vertical support structure as possible to reduce its overall visual profile. Applicants must mount non-antenna, tower-mounted equipment (including, but not limited to, remote radio units/heads, surge suppressors and utility demarcation boxes) directly behind the antennas to the maximum extent feasible. All tower-mounted equipment, cables and hardware must be painted with flat/neutral colors subject to the approval authority's prior approval.

(6) **Ground-Mounted Equipment.** All ground-mounted equipment must either be concealed underground in an environmentally controlled vault, or concealed within an existing or new structure, or other enclosure(s) subject to the approval authority's prior approval. The approval authority may require additional stealth elements as the approval authority finds necessary or appropriate to blend the ground-mounted equipment, enclosure and/or other improvements into the natural and/or built environment.

(c) **Building-Mounted Wireless Facilities.** In addition to all other design requirements in this policy, the following provisions shall be applied to an application for a wireless facility installed on a building rooftop or facade:

(1) **Height Limitations.** Building-mounted wireless facilities shall not exceed the height limit for structures in the applicable zoning district. Notwithstanding the prior sentence, antennas mounted flush on the facade of an existing building that exceeds the height limit for structures in the applicable zoning district may have a height equal to the height of the building. All equipment mounted on rooftops shall be as low as possible to avoid visibility from publicly accessible areas around the building.

(2) **Architectural Integration.** To the extent feasible, new non-tower wireless facilities shall be stealth, completely concealed and architecturally integrated into the existing facade or rooftop features with no visible impacts from any publicly accessible areas at ground level (examples include, but are not limited to, antennas behind existing parapet walls or facades replaced with RF-transparent material and finished to mimic the replaced materials). When integration with existing building features is not feasible, the facilities shall be stealth, completely concealed new structures or appurtenances designed to mimic the support structure's original architecture and proportions (examples include, but are not limited to, cupolas, steeples, chimneys and water tanks). Facilities must be located behind existing parapet walls or other existing screening elements to the maximum extent feasible.

(3) **Rooftop Wireless Facilities.** All rooftop-mounted equipment must be screened from public view, including from higher elevations, with stealth techniques and concealment measures that match the underlying structure in proportion, location on the rooftop, quality, architectural style and finish to the maximum extent practicable. All roof-mounted equipment and cabinets must be set back a minimum of 10 feet from the edge of the roof, or less, if not visible at ground level and the stealth techniques and concealment measures meet the requirements of this section.

(4) **Facade-Mounted Wireless Facilities.** When wireless facilities cannot be placed behind existing parapet walls or other existing screening elements, the approval authority may approve facade-mounted equipment in accordance with this subsection (4). All facade-mounted equipment must be stealth and

concealed behind screen walls and mounted as flush to the facade as practicable. No “pop-out” screen boxes are permitted unless the design is architecturally consistent with the original building or support structure. Exposed facade-mounted antennas, including but not limited to exposed antennas painted to match the facade, are prohibited. To the extent feasible, facade-mounted equipment must be installed on the facade(s) along the building frontage that is the least prominent or publicly visible. Facade-mounted antennas and their related equipment shall not extend over public rights-of-way.

(d) **Historic Resources.** Nothing in this policy shall be construed or applied to limit the City’s authority to enforce other laws or regulations intended to protect or preserve historic resources. Any wireless facility that adversely impacts any historic resource shall not be approved without an exception pursuant to Section 15.

(e) **Administrative Design Guidelines.** The Director may develop, and from time to time amend, design guidelines consistent with the generally applicable design regulations to clarify the aesthetic and public safety goals and standards in this policy for City staff, applicants and the public. The design guidelines shall provide more detailed standards to implement the general principals articulated in this section and may include specific standards for particular wireless facilities or site locations, but shall not unreasonably discriminate between functionally equivalent service providers. If a conflict arises between the development standards specified in this policy and the design guidelines adopted under this section, the development standards specified in this policy shall control.

Section 13. STANDARD CONDITIONS FOR APPROVED PERMITS

(a) **Standard Conditions.** Except as may be authorized in subsection (b), all permits issued under this policy or deemed granted or deemed approved by the operation of law shall be automatically subject to the conditions in this subsection (a) and these conditions shall be deemed to be incorporated by reference into such permits:

(1) **Permit Term; Approval Applies to Land.** This permit will automatically expire 10 years and one day from its issuance unless the City establishes a shorter term for public safety or substantial land use reasons pursuant to California Government Code § 65964(b). Any other permits or approvals issued in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law. This permit shall run with the land and shall be valid for the term specified in these conditions of approval. No change in ownership of the wireless facility, the site, or the subject property

shall affect the permit term. This permit may not be transferred to another site or property.

(2) **Permit Renewal.** The permittee may apply for permit renewal not more than one year before this permit expires. The permittee must demonstrate that the subject wireless facility has complied with all the conditions of approval associated with this permit and will comply with all applicable provisions in this policy and the Municipal Code that exist at the time the decision to renew or not renew is rendered. The Director may modify or amend the conditions on a case-by-case basis as may be necessary or appropriate to ensure compliance with this policy, the Municipal Code or other applicable laws. Upon renewal, this permit will automatically expire 10 years and one day from its issuance.

(3) **City's Standing Reserved.** The City's grant or grant by operation of law of a permit pursuant to this policy does not waive, and shall not be construed to waive, any standing by the City to challenge any (A) provision in federal or state law or any interpretation thereof or (B) permit issued pursuant to this policy.

(4) **Compliance with Approved Plans.** Before the permittee submits any applications to the building official required to commence construction in connection with this permit, the permittee must incorporate this permit, all conditions associated with this permit, any approved photo simulations, and any approved RF emissions report into the project plans (the "**Approved Plans**"). The permittee must construct, install and operate the wireless facility in strict compliance, as determined by the approval authority, with the Approved Plans. Any alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the Director's prior review and approval. After the Director receives a written request to approve an alteration, modification or other change to the Approved Plans, the Director may refer the request to the original approval authority if the Director finds that it substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

(5) **CPUC GO-159A Certification.** Within 15 business days after the City's grant of this permit or any permit is deemed granted or deemed approved by the operation of law, the permittee shall serve copies of California Public Utility Commission notification letters required by CPUC General Order No. 159A to the City Clerk, Director and City Manager.

(6) **Build-Out Period.** This permit will automatically expire 12 months from the approval date or deemed granted or deemed approved date (the "**Build-Out Period**") unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved wireless facility, which includes without limitation any permits or approvals required by any federal, state or local public agencies with jurisdiction over the subject property, support

structure or the wireless facility and/or its use. The permittee may request in writing, and the Director may grant in writing, one 12-month extension to the Build-Out Period if the permittee submits, at least 30 days prior to the automatic expiration date in this condition, substantial and reliable written evidence demonstrating justifiable cause for the 12-month extension submitted. If the Build-Out Period (and any extension) finally expires, this permit shall be automatically void but the permittee may resubmit a complete application, which includes without limitation all application fees, for the same or a substantially similar project.

(7) **Pre-Installation Requirements**. In addition to obtaining all other permits and approvals required to install, construct and/or operate the approved wireless facility, which includes without limitation any permits or approvals required by any federal, state or local public agencies with jurisdiction over the subject property, the wireless facility or its use, the permittee shall, prior to commencement of any installation or construction, attend a pre-grading meeting with the Public Works Department regarding temporary Best Management Practices ("**BMPs**") pertaining to discharges from the construction site. Before the permittee can proceed with installation or construction of the approved wireless facility, the Public Works Department must inspect and approve the permittee's installation of such temporary BMPs.

(8) **Post-Installation Certification.** Within 60 calendar days after the permittee commences full, unattended operations at the wireless facility, the permittee shall provide the Director with documentation reasonably acceptable to the Director that the wireless facility has been installed and/or constructed in strict compliance with the Approved Plans. Such documentation shall include, without limitation, electronic as-built drawings prepared by a California licensed civil engineer, GIS data, site photographs, and an affirmation, signed by a California licensed RF engineer, that the installation as constructed and operated complies with the RF emissions report and any mitigation measures therein made part of the Approved Plans, as well as all applicable FCC rules and regulations for human exposure to RF emissions and will not cause members of the general public to be exposed to RF levels that exceed the maximum permission exposure levels deemed safe by the FCC. In a written notice to the permittee, the Director may (but shall not have the obligation to) certify that the wireless facility complies with the Approved Plans or order the permittee to correct any noncompliance.

(9) **Site Maintenance.** The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences, hardscape and landscape features, in a neat, clean, safe and code compliant condition in accordance with the Approved Plans and all conditions in this permit. The permittee shall keep the site area free from all litter and debris at all times. The permittee shall regularly inspect the site to determine whether any maintenance is needed. The permittee shall perform any

maintenance requested by the City for compliance with this condition within a reasonable time specified by the Director in a written notice to the permittee. Routine maintenance within residential zones shall be restricted to the City's normal construction work hours specified in the Municipal Code. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within 24 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.

(10) **Landscape Features.** The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select plant and maintain replacement landscaping in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree or as otherwise approved by the City. The permittee shall, at all times, be responsible to maintain any replacement landscape features.

(11) **Future Collocations.** The permittee shall be willing to allow other carriers and site operators to collocate transmission equipment with the wireless facility, to the extent such facility or portions thereof are owned or controlled by the permittee, whenever technically feasible and aesthetically desirable in accordance with applicable provisions in this policy.

(12) **Compliance with Applicable Laws.** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("**Laws**") applicable to the permittee, the subject property, the wireless facility or any use or activities in connection with the use authorized in this permit, which includes without limitation any Laws applicable to human exposure to RF emissions and any standards, specifications or other requirements identified by the Director (such as, without limitation, those requirements affixed to an encroachment permit). If the Director finds good cause to believe that the wireless facility is not in compliance with any Laws applicable to human exposure to RF emissions, the Director may (A) require the permittee to submit a written report certified by a qualified radio frequency engineer familiar with the wireless facility that certifies that the wireless facility is in compliance with all such Laws; or (B) require that a field test to measure the RF exposure levels be conducted by an independent consultant. Any field measurement tests conducted by the City or its independent consultant shall be at random times without prior notice to the permittee or site operator. The Director shall require an onsite compliance test in situations where applicable Laws would authorize the City to require such testing at the permittee's expense. The Director may order the wireless facility to be immediately powered down if, based on objective evidence, the Director finds that the wireless facility is in fact not in compliance with any Laws applicable, including, without limitation, Laws applicable to human exposure to RF emissions until

such time that the permittee demonstrates actual compliance with such Laws. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all Laws. No failure or omission by the City to timely notice, prompt or promptly enforce compliance with any applicable provision in this policy, the Municipal Code, any permit, any permit condition or any applicable Laws shall be deemed to relieve, waive or lessen the permittee's obligation to comply in all respects with all applicable provisions in this policy, the Municipal Code, any permit, any permit condition or any applicable Laws.

(13) **Adverse Impacts on Other Properties.** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities on or about the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during the City's normal construction work hours authorized by the Municipal Code or as may be specified in other permits authorizing such work. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare an emergency within the City. The Director may issue a stop work order for any activities that violates this condition in whole or in part. If the Director finds good cause to believe that ambient noise from a wireless facility or related equipment violates applicable provisions in this policy or the Municipal Code, the Director, in addition to any other actions or remedies authorized by the permit, this policy, the Municipal Code or other applicable Laws, may require the permittee to commission a noise study by a qualified professional to evaluate the wireless facility's compliance. The permittee shall, at its sole cost and expense, repair and restore any and all damages to public and private properties that result from any activities performed in connection with the installation or maintenance of a wireless facility. The permittee shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. If the permittee fails to complete such repair within the number of days stated on a written notice by the Director, the City may (but shall not have the obligation to) cause such repair to be completed at permittee's sole cost and expense.

(14) **Annual Affirmation of Radio Frequency Standards Compliance.** On or before January 30th in each calendar year, the permittee acknowledges and agrees that the permittee shall submit: (A) an affirmation, signed by a California licensed RF engineer familiar with the then-current equipment deployed and

operated at the wireless facility under penalty of perjury, that the installation is operated in compliance with 47 U.S.C. § 324; (B) an affirmation, signed by a California licensed RF engineer familiar with the then-current equipment deployed and operated at the wireless facility under penalty of perjury, that the installation complies with all applicable FCC rules and regulations for human exposure to RF emissions and will not cause members of the general public to be exposed to RF levels that exceed the maximum permission exposure levels deemed safe by the FCC; and (C) a copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the wireless facility. All radio frequency emissions on all frequency bands must be shown on the Appendix A form(s). All radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."

(15) **Interference with City Communications Systems.** The permittee shall not permit the wireless facility authorized under this permit to interfere with any City communication systems. In the event that the wireless facility is causing interference with any City communication systems, the Director may order the wireless facility to be shut down and powered off until such time as the immediate interference has been mitigated at the permittee's sole cost and expense. If, after a good faith effort is made to notify the permittee without success, the City may shut down the facility. Any costs incurred by the City shall be at the permittee's sole cost and expense.

(16) **Inspections; Emergencies.** The City's officers, officials, staff, agents, contractors or other designees may enter onto the site and inspect the wireless facility and related equipment and/or improvements upon reasonable prior notice to the permittee. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff, agents, contractors or other designees while any such inspection or emergency access occurs.

(17) **Safety Hazard Protocol.** If the Fire Safety Authority finds good cause to believe that the wireless facility presents an immediate fire risk, electrical hazard or other threat to public health and safety in violation of any applicable Laws, the Fire Safety Authority may order the wireless facility to be shut down and powered off until such time as the immediate threat has been mitigated, after a good faith effort is made to notify the permittee, if feasible. Any mitigations required shall be at the permittee's sole cost and expense.

(18) **Abandonment.** The permittee shall notify the Director when the permittee intends to abandon or decommission the wireless facility authorized under this permit. In addition, the wireless facility authorized under this permit shall be deemed abandoned if the wireless facility has not operated for any continuous six-month period and the permittee fails to resume operations within 90 days from a written notice from the Director. Within 90 days after a wireless facility is abandoned or deemed abandoned, the permittee, property owner and/or structure owner shall completely remove the wireless facility and all related improvements and shall restore all affected areas to a condition compliant with all applicable Laws, which includes without limitation this policy and the Municipal Code. The permittee, property owner and/or structure owner may request an extension up to 180 days to complete restoration after the wireless facility is abandoned or deemed abandoned, which the Director may grant if the permittee, property owner or structure owner presents evidence of good cause for the extension. If neither the permittee, the property owner nor the structure owner complies with the removal and restoration obligations under this condition within the required period, the City shall have the right (but not the obligation) to perform such removal and restoration with or without notice, and the permittee, property owner and structure owner shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities.

(19) **Permittee's Contact Information.** Prior to final inspection and at all times relevant to this permit, the permittee shall keep on file with the Director basic contact and site information. This information shall include, but is not limited to, the following:

(A) the name, physical address, notice address (if different from physical address), direct telephone number and email address for (i) the permittee and, if different from the permittee, the (ii) property owner, (iii) structure owner, (iv) site operator, (v) equipment owner, (vi) site manager and (vii) agent for service of process;

(B) the regulatory authorizations held by the permittee and, to the extent applicable, property owner, structure owner, site operator, equipment owner and site manager as may be necessary for the wireless facility's continued operation;

(C) the wireless facility's site identification number and/or name used by the permittee and, to the extent applicable, property owner, structure owner, site operator, equipment owner and site manager; and

(D) a toll-free telephone number to the wireless facility's network operations center where a live person with power-down control over the wireless facility is available 24 hours-per-day, seven days-per-week.

If the entity for the permittee, property owner, structure owner, site operator, equipment owner, site manager, or agent for service of process changes, the permittee shall furnish the City with updated information within ten business days.

Additionally, the permittee must update the signage at the wireless facility to accurately identify the equipment owner/operator, the owner/operator's site name or identification number and the 24 hours-per-day, seven day-per-week, toll-free telephone number to the owner/operator's network operations center whenever such information about the same changes.

(20) **Indemnification.** The permittee and, if applicable, the owners of the property and the structure upon which the wireless facility is installed (other than the City), shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers (collectively, the "**City Indemnitees**") from any and all (A) damages, liabilities, injuries, losses, costs and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("**Claims**") brought against the City or any City Indemnitees to challenge, attack, seek to modify, set aside, void or annul this permit, the City's approval of this permit or the grant of this permit by the operation of law, and (B) other Claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees', or customers' acts or omissions in connection with this permit, the City's approval of this permit, the grant of this permit by the operation of law or the wireless facility. If the City becomes aware of any Claims, the City will use best efforts to promptly notify the permittee and the owners of the property and the structure (if applicable) and shall reasonably cooperate in the defense. The permittee, property owner and structure owner expressly acknowledge and agree that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the permittee, property owner and/or structure owner shall promptly reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee, property owner and structure owner expressly acknowledge and agree that the permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this permit, and that such indemnification obligations will survive the expiration, revocation or other termination of this permit.

(21) **Insurance.**

(A) **Policies and Limits.** The permittee shall obtain and maintain insurance policies as follows:

(i) **Commercial General Liability Insurance.** Insurance Services Office Form CG 00 01 covering Commercial General Liability ("CGL") on an

"occurrence" basis, with limits not less than $2,000,000 per occurrence or $4,000,000 in the aggregate. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. CGL insurance must include coverage for the following: Bodily Injury and Property Damage; Personal Injury/Advertising Injury; Premises/Operations Liability; Products/Completed Operations Liability; Aggregate Limits that Apply per Project; Explosion, Collapse and Underground ("UCX") exclusion deleted; Contractual Liability with respect to the permit; Broad Form Property Damage; and Independent Consultants Coverage. The policy shall contain no endorsements or provisions limiting coverage for (i) contractual liability; (ii) cross liability exclusion for claims or suits by one insured against another; (iii) products/completed operations liability; or (iv) contain any other exclusion contrary to the conditions in this permit.

(ii) **Automotive Insurance.** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if permittee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) **Workers' Compensation Insurance.** The permittee shall certify that it is aware of the provisions of California Labor Code § 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and further certifies that the permittee will comply with such provisions before commencing work under this permit. To the extent the permittee has employees at any time during the term of this permit, at all times during the performance of the work under this permit the permittee shall maintain insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(iv) **Professional Liability Insurance.** The permittee shall maintain Professional Liability (Errors and Omissions) Insurance appropriate to the permittee's profession, with limit no less than $1,000,000 per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this permit and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the permittee. "Covered Professional Services" as designed in the policy must specifically include work performed under this permit.

(B) **Claims-Made Policies.** If the permittee maintains any required insurance under a claims-made form, the permittee shall maintain such coverage continuously throughout the permit term and, without lapse, for at least three

years after the permit term expires so that any claims that arise after the expiration in connection with events that occurred during the permit term are covered by such claims-made policies.

(C) **Umbrella or Excess Liability Policies.** If an umbrella or excess liability insurance policy is used to satisfy the minimum requirements for CGL or automotive insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. Permittee shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

(D) **Additional Insured; Separation of Insureds.** The relevant CGL and automotive insurance policies shall name the City, its elected/ appointed officials, commission members, officers, representatives, agents, volunteers and employees as additional insureds. The required insurance shall contain standard separation of insureds provisions and shall contain no special limitations on the scope of its protection to the City, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees.

(E) **Primary Insurance; Waiver of Subrogation.** The required insurance shall be primary with respect to any insurance programs covering the City, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees. All policies for the required CGL, automotive and workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against the City in connection with any damage or harm covered by such policies.

(F) **Term; Cancellation Notice.** The permittee shall maintain the required insurance throughout the permit term and shall replace any certificate, policy, or endorsement which will expire prior to that date. The permittee shall use its best efforts to provide 30 calendar days' prior written notice to the City of the cancellation or material modification of any applicable insurance policy; provided, however, that in no event shall the permittee fail to provide written notice to the City within 10 calendar days after the cancellation or material modification of any applicable insurance policy. The permittee shall promptly take action to prevent cancellation or suspension, reinstate cancelled coverage or obtain coverage from a different qualified insurer.

(G) **Certificates.** Before the City issues any permit, the permittee shall deliver to the Director insurance certificates and endorsements, in a form satisfactory to the Director, that evidence all the coverage required above. In addition, the permittee shall promptly deliver complete copies of all insurance policies and endorsements upon a written request by the Director.

(H) **Insurer Rating.** Unless approved in writing by the City, all required insurance shall be placed with insurers authorized to do business in the State of California and with a current A.M. Best rating of at least A-:VIII.

(22) **Removal Bond.** Before the building official or department issues any permits required to commence construction, installation or other work in connection with this permit, the permittee shall post a bond issued by a surety and in a form acceptable to the City Attorney and the Director in an amount reasonably necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities or other infrastructure removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings and foundations, whether above ground or below ground, constructed or installed in connection with the wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable Laws. The bond shall be valid for at least 10 years or the term of this permit (whichever is greater). In establishing or adjusting the bond amount required under this condition, the Director shall take into consideration any information provided by the permittee regarding the cost to remove the wireless facility to a standard compliant with applicable Laws. The bond shall expressly survive the duration of the permit term to the extent required to effectuate a complete removal of the subject wireless facility in accordance with this condition. If at any time after construction the Director finds good cause to believe that the bond required in this condition no longer adequately covers the removal and restoration costs, the Director may require by written notice that the permittee provide an updated estimate and increase the bond amount to cover any increased costs.

(23) **Record Retention.** Throughout the permit term, the permittee must maintain a complete and accurate copy of the written administrative record, which includes without limitation the permit application, permit, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval, any ministerial permits or approvals issued in connection with this approval and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the permit (collectively, "**Records**"). If the permittee does not maintain such Records as required in this condition, any ambiguities or uncertainties that would be

resolved by inspecting the missing Records will be construed against the permittee. The permittee shall protect all Records from damage from fires, floods and other hazards that may cause deterioration. The permittee may keep Records in an electronic format; provided, however, that hard copies or electronic Records kept in the City's regular files will control over any conflicts between such City-controlled copies or Records and the permittee's electronic copies, and complete originals will control over all other copies in any form. The requirements in this condition shall not be construed to create any obligation for the City to create or prepare any Records not otherwise required to be created or prepared by other applicable Laws. Compliance with the requirements in this condition shall not excuse the permittee from any other similar record-retention obligations under applicable Laws.

(24) **Permit Revocation.** Any permit granted under this policy or deemed granted or deemed approved by the operation of law may be revoked in accordance with the provisions and procedures in this condition. In addition to other remedies the City may have, the Director may initiate revocation proceedings when the Director has information that the wireless facility may not be in compliance with all applicable Laws, which includes without limitation, any permit in connection with the wireless facility and any associated conditions with such permit(s). A permit granted under this policy or deemed granted or deemed approved by the operation of law may be revoked only by the City Council after a duly notice public hearing and opportunity to cure. Before any public hearing to revoke a permit granted under this policy or deemed granted or deemed approved by the operation of law, the Director must issue a written notice to the permittee that specifies (A) the wireless facility; (B) the violation(s) to be corrected; (C) the timeframe in which the permittee must correct such violation(s); and (D) that, in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s). The City Council may revoke a permit when it finds substantial evidence in the written record to show that the wireless facility is not in compliance with any applicable Laws, which includes without limitation, any permit in connection with the wireless facility and any associated conditions with such permit(s). Any decision by the City Council to revoke or not revoke a permit shall be final and not subject to any further appeals. Within five business days after the City Council adopts a resolution to revoke a permit, the Director shall provide the permittee with a written notice that specifies the revocation and the reasons for such revocation.

(25) **Cost Reimbursement.** The permittee acknowledges and agrees that (A) the permittee's request for authorization to construct, install and/or operate the wireless facility will cause the City to incur costs and expenses; (B) the permittee shall be responsible to reimburse the City for all actual and reasonable costs incurred in connection with the permit, which includes without limitation costs related to application review, permit issuance, site inspection and any other costs reasonably related to or caused by the request for

authorization to construct, install and/or operate the wireless facility; (C) any application fees required for the application may not cover all such reimbursable costs and that the permittee shall have the obligation to reimburse the City for all such costs within 10 business days after a written demand for reimbursement and reasonable documentation to support such costs; and (D) the City shall have the right to withhold any permits or other approvals in connection with the wireless facility until and unless any outstanding costs have been reimbursed to the City by the permittee.

(26) **Truthful and Accurate Statements.** The permittee acknowledges that the City's approval relies on the written and/or oral statements by permittee and/or persons authorized to act on permittee's behalf. In any matter before the City in connection with this permit or the wireless facility, neither the permittee nor any person authorized to act on permittee's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

(27) **Successors and Assigns.** The conditions, covenants, promises and terms contained in this permit will bind and inure to the benefit of the City and permittee and their respective successors and assigns.

(28) **Severable Conditions.** If any provision in these conditions or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (A) such provision or its application to such person, entity or circumstance will be deemed severed from this permit; (B) all other provisions in this permit or their application to any person, entity or circumstance will not be affected; and (C) all other provisions in this permit or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by law.

(b) **Modified Conditions.** The approval authority (or appellate authority) may modify, add or remove conditions to any permit on a case-by-case basis as the approval authority (or appellate authority) deems necessary or appropriate to: (1) protect and/or promote the public health, safety and welfare; (2) tailor the standard conditions in subsection (a) to the particular facts and circumstances associated with the deployment; and/or (3) memorialize any changes to the proposed deployment needed for compliance with this policy, the Municipal Code, generally applicable health and safety requirements and/or any other applicable Laws.

Section 14. AMORTIZATION

Any nonconforming wireless facilities in existence at the time this policy becomes effective must be brought into conformance with this policy in accordance with the amortization schedule in this section. As used in this section, the "fair market value" will be the construction costs listed on the building permit or application for the subject

wireless facility and the “minimum years” allowed will be measured from the date on which this policy becomes effective.

Fair Market Value on Effective Date	Minimum Years Allowed
less than $50,000	5
$50,000 to $500,000	10
greater than $500,000	15

The Director may grant a written extension to a date certain when the wireless facility owner shows (i) a good faith effort to cure non-conformance; (ii) the application of this section would violate applicable laws; or (iii) extreme economic hardship would result from strict compliance with the amortization schedule. Any extension must be the minimum time period necessary to avoid such extreme economic hardship. The Director may not grant any permanent exemption from this section.

Nothing in this section is intended to limit any permit term to less than 10 years for any permit granted on or after January 1, 2016. In the event that the amortization required in this section would reduce the permit term to less than 10 years for any permit granted on or after January 1, 2016, then the minimum years allowed will be automatically extended by the difference between 10 years and the number of years since the City granted such permit. Nothing in this section is intended or may be applied to prohibit any collocation or modification covered under 47 U.S.C. § 1455(a) on the basis that the subject wireless facility is a legal nonconforming wireless facility.

Section 15. Special Exceptions for Federal or State Preemption

(a) **Preface.** The provisions in this Section 15 establish a procedure by which the City may grant an exception to the standards in this policy but only to the extent necessary to avoid conflict with applicable federal or state law. When the applicant requests an exception, the approval authority shall consider the findings in Section 15(b) in addition to the findings required under Section 10(b). Each exception is specific to the facts and circumstances in connection with each application. An exception granted in one instance shall not be deemed to create a presumption or expectation that an exception will be granted in any other instance.

(b) **Required Findings.** The approval authority shall not grant any limited exception pursuant to this Section 15 unless the approval authority finds all the following:

(1) the applicant has provided the approval authority with a reasonable and clearly defined technical service objective to be achieved by the proposed wireless facility;

(2) the applicant has provided the approval authority with a detailed written statement that explains why: (A) a denial based on the application's noncompliance with a specific provision or requirement would violate federal law, state law or both; or (B) a provision in this policy, as applied to the applicant, would violate any rights or privileges conferred on the applicant by federal or state law;

(3) the applicant has provided the approval authority with a written statement that contains a detailed and fact-specific explanation as to why the proposed wireless facility cannot be deployed in compliance with the applicable provisions in this policy, the Municipal Code, the general plan and/or any specific plan;

(4) the applicant has provided the approval authority with a meaningful comparative analysis with the factual reasons why all alternative locations and/or designs identified in the administrative record (whether suggested by the applicant, the City, public comments or any other source) are not technically feasible or potentially available to reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed wireless facility;

(5) the applicant has demonstrated that the proposed location and design is the least non-compliant configuration that will reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed wireless facility, which includes without limitation a meaningful comparative analysis into multiple smaller or less intrusive facilities dispersed throughout the intended service area;

(6) the exception requested by the applicant does not compromise or excuse compliance with any fire safety or other public safety standard; and

(7) the exception is narrowly tailored such that any deviation from this policy is only to extent necessary for compliance with federal or state law.

(c) **Evidentiary Standard.** The applicant shall have the burden to prove to the approval authority that an exception should be granted pursuant to this Section 15. The standard of evidence shall be the same as required by applicable federal or state law for the issue raised in the applicant's request for an exception.

(d) **Expert Review.** Independent expert and/or consultant review, including legal review, will generally be appropriate when considering an exception request, which shall be at the applicant's cost in the same manner as described in Section 8.

Section 16. VIOLATIONS

Any use or condition caused or permitted to exist in violation of any provision of this policy shall be and hereby is declared a public nuisance and may be subject to: (a) injunctive relief as set forth in Municipal Code Chapter 1.16 (Injunctive Relief); (b) administrative citations as set forth in Municipal Code Chapter 1.24 (Administrative Citations); (c) administrative remedies as set forth in Municipal Code Chapter 1.28 (Administrative Remedies); (d) abatement pursuant to Municipal Code Chapter 9.28 (Property Maintenance); and (e) any and all applicable processes and procedures pursuant to the Municipal Code, including but not limited to Chapter 18.140 (Penalties), California Code of Civil Procedure § 731, or any other remedy available to the City.

CITY OF PLEASANTON	**POLICY NO. [*RESERVED*]**
CITY COUNCIL POLICY	**Adopted:** March 11, 2019 **Amended and Restated:** April 21, 2026
GENERAL SUBJECT: SMALL WIRELESS FACILITIES	

TABLE OF CONTENTS

Section 1. INTRODUCTION AND BACKGROUND 2
Section 2. PURPOSE AND INTENT 4
Section 3. DEFINITIONS 6
Section 4. APPLICABILITY 9
Section 5. REQUIRED PERMITS AND APPROVALS 10
Section 6. ADMINISTRATIVE ORDERS AND REGULATIONS 11
Section 7. PERMIT APPLICATIONS 11
Section 8. PEER AND INDEPENDENT CONSULTANT REVIEW 14
Section 9. PUBLIC NOTICE 16
Section 10. APPROVALS; DENIALS; APPEALS 16
Section 11. LOCATION STANDARDS 18
Section 12. DESIGN STANDARDS 22
Section 13. PREAPPROVED DESIGNS 29
Section 14. STANDARD CONDITIONS FOR APPROVED PERMITS 32
Section 15. SPECIAL EXCEPTIONS FOR FEDERAL OR STATE PREEMPTION 45
Section 16. VIOLATIONS 47

Section 1. INTRODUCTION AND BACKGROUND

Local authority over communications facilities in the public rights-of-way exists at an often-complex intersection between state law, federal law, changes in technologies and public policies. Laws and regulations impact not only whether municipalities may regulate, but how, when and even for what purpose.

These introductory remarks provide a brief background on the legal and technological developments relevant to the City of Pleasanton's ability to regulate commercial wireless facilities within the public rights-of-way.

California Law

The legislature's control over the relationship between municipalities and communication providers is as longstanding as the state itself is old. In 1850, the California legislature enacted a law to give telegraph corporations a so-called statewide franchise to use the public rights-of-way in the state to provide their services, so long as the use did not "incommode" the streets for other public uses. The legislature codified this law in 1872 as Civil Code Section 536 and then recodified it in 1951 as Public Utilities Code Section 7901. The current version applies to "telephone corporations" and includes personal wireless service providers.[1]

Section 7901 prohibits local franchises for telephone corporations but does not completely displace all other police powers held by municipalities in California.[2] For example, municipalities retain traditional zoning authority to regulate placement and aesthetics to ensure that communications infrastructure does not incommode the public rights-of-way.[3] In addition, Public Utilities Code Section 7901.1, a sister statute to Section 7901, bolsters local authority to regulate the time, place manner in which communications providers perform construction, maintenance and other operations within the public rights-of-way.[4]

Overall, California state law strikes a balance between the state-wide interest in a broadly available communications network and the local interest in well-planned development. Local governments cannot flatly refuse to approve deployments, but providers cannot build whatever they want wherever they want. These state laws must be reconciled with federal laws that affect local authority over communication facilities in the public rights-of-way.

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[1] CAL. PUB. UTILS. CODE § 7901; *Huntington Beach v. CPUC*, 154 Cal. Rptr. 3d 241, 257 (Ct. App. 2013); *GTE Mobilnet of Cal. Ltd. v. San Francisco*, 440 F. Supp. 2d 1097, 1103 (N.D. Cal. 2006).
[2] *See T-Mobile West LLC v. City & County of San Francisco*, 438 P.3d 239, 249 (Cal. 2019)
[3] *See id.* at 244–45.
[4] CAL. PUB. UTILS. CODE § 7901.1; *see also San Francisco*, 438 P.3d at 250.

Federal Law

In 1996, Congress adopted the Telecommunications Act[5] to balance the national interest in advanced communications services and infrastructure with legitimate local government authority to enforce zoning and other regulations to manage infrastructure deployments on private property and in the public rights-of-way. Under Section 704, which applies to personal wireless service facilities, local governments retain all their traditional zoning authority subject to specifically enumerated limitations.[6] Section 253 preempts local regulations that prohibit or effectively prohibit telecommunication services (*i.e.*, common carrier services) except competitively neutral and nondiscriminatory regulations to manage the public rights-of-way and require fair and reasonable compensation.[7]

Small Wireless Facilities and Changes in Federal Law

Communication technologies have significantly changed since 1996. Whereas cell sites were traditionally deployed on tall towers and rooftops over low frequency bands that travel long distances, cell sites are increasingly installed on streetlights and utility infrastructure on new frequency bands that travel shorter distances. According to the Federal Communications Commission ("FCC") and the wireless industry, these so-called "small wireless facilities" or "small cells" are essential to the next technological evolution. The industry currently estimates that each national carrier will need to deploy between 30 and 60 small cells, connected by approximately 8 miles of fiber optic cable, per square mile.

FCC regulations seek to promote these new technologies by preempting state and local authority the FCC views as an impediment to deployment. On September 27, 2018, the FCC adopted a Declaratory Ruling and Third Report and Order, FCC 18-133 (the "*Small Cell Order*"), in connection with two informal rulemaking proceedings entitled Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, WT Docket No. 17-79, and Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, WC Docket No. 17-84. In general, the *Small Cell Order*: (1) restricted the fees and other compensation state and local governments may receive from applicants; (2) required all aesthetic regulations to be reasonable, no more burdensome than those applied to other infrastructure deployments, objective and published in advance; (3) mandated that local officials negotiate access agreements, review permit applications and conduct any appeals within significantly shorter timeframes; and (4) created new evidentiary presumptions that make it more difficult for local governments to defend themselves if an action or failure to act is challenged in court.

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[5] Pub. L. No. 104-104, 110 Stat. 56 (1996).

[6] 47 U.S.C. § 332(c)(7)(A); *T-Mobile S., LLC v. City of Roswell*, 574 U.S. 293, 300 (2015). These limitations include substantive restrictions on municipal authority to prohibit or effectively prohibit services, unreasonably discriminate among functionally equivalent service providers and regulate based on environmental effects from radiofrequency ("RF") emissions that meet federal exposure standards. 47 U.S.C. §§ 332(c)(7)(B)(i), (iv). Section 704 also imposes procedural requirements that require local officials to act on applications within a reasonable time and issue written decisions supported by substantial evidence. *Id.* §§ 332(c)(7)(B)(ii)–(iii).

[7] 47 U.S.C. §§ 253(a), (c).

This controversial order significantly curtailed state and local authority over wireless and wireline communication facilities reserved to them in the Telecommunications Act.

Municipalities, large and small, urban and rural, from all over the United States challenged the *Small Cell Order* in federal court. On August 12, 2020, the United States Court of Appeals for the Ninth Circuit invalidated many aesthetic restrictions in the *Small Cell Order* but largely upheld the other restrictions. *Portland v. United States*, 969 F.3d 1020 (9th Cir. 2020). The court specifically invalidated the requirements that aesthetic regulations be objective and no more burdensome than those applied to other infrastructure deployments. *See id.* at 1039–42. Although municipalities may exercise reasonable discretion over small wireless facilities, they must do so on an expedited basis to meet the short shot clock limits. Municipalities sought review by the United States Supreme Court on the Ninth Circuit's decision to uphold the FCC's fee restrictions, but the Supreme Court denied that petition. *See* Order Denying Petition for Certiorari, *Sprint Corp. v. FCC*, No. 20-1354 (June 28, 2021). Thus, the *Small Cell Order*, as modified by the Ninth Circuit's partial invalidation, is final with no further pending judicial review.

Small Wireless Facilities and Changes in State Law

On October 8, 2023, Governor Gavin Newsom signed into law Assembly Bill 965 which added Section 65964.3 to the Government Code to require local agencies to undertake batch broadband permit processing of two or more broadband permit applications for substantially similar broadband project sites under a single permit. The definition of "broadband project" under the statute is broad enough to include small wireless facilities. The statute also extends the existing state law "deemed approved" remedy in Government Code Section 65964.1 if a city or county fails to approve or disapprove a broadband permit application within a reasonable period of time specified in applicable law subject to certain requirements and limitations.

Pleasanton's Small Cell Wireless Policy

On March 11, 2019, the Pleasanton City Council adopted an initial small wireless facilities policy.

On April 21, 2026, and pursuant to Section 18.110.040 of the Municipal Code, the City Council adopted this amended and restated policy to update and conform the City's permit process for small wireless facilities with applicable law.

Section 2. PURPOSE AND INTENT

(a) The City intends this policy to establish reasonable, uniform and comprehensive standards and procedures for small wireless facilities deployment, construction, installation, collocation, modification, operation, relocation and removal within the City's public rights-of-way, consistent with and to the extent permitted under federal and California state law.

(b) The standards and procedures contained in this policy are intended to, and should be applied, consistent with federal and state law, to protect and promote public health, safety and welfare, and balance the benefits that flow from robust, advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City, its neighborhoods and community.

(c) This policy is also intended to reflect and promote the community interest by (1) ensuring that an appropriate balance between public and private interests are maintained; (2) protecting the City's visual character and property values from potential adverse impacts and/or visual blight created and/or exacerbated by small wireless facilities and related communications infrastructure; (3) protecting and preserving the City's environmental resources; (4) protecting and preserving the City's public rights-of-way and municipal infrastructure located within the City's public rights-of-way; (5) protecting the City's residential neighborhoods and other family-oriented environments, and (6) ensuring appropriate placement of high-quality, advanced wireless services for the City's residents, businesses and visitors.

(d) This policy is intended to establish clear procedures for application intake and completeness review. The City Council finds that chronically incomplete applications significantly contribute to unreasonable delay and create barriers to infrastructure deployment. Chronically incomplete applications unfairly prejudice other applicants who may be prepared to submit complete applications for infrastructure in the same or substantially the same location. Chronically incomplete applications also unfairly prejudice the City's ability to act on such applications within the "presumptively reasonable" timeframes established by the FCC. The provisions in this policy afford applicants and City staff opportunities for direct, real-time communication about completeness issues to mitigate incomplete applications prior to submittal. The provisions in this policy also encourage applicants to timely respond to incomplete notices.

(e) This policy is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally equivalent personal wireless services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; (6) impose any unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) otherwise authorize the City to violate any applicable federal or California state law.

Section 3. DEFINITIONS

The abbreviation, phrases, terms and words used in this policy will have the following meanings assigned to them unless context indicates otherwise. Undefined phrases, terms or words in this section will have the meanings assigned to them in 1 U.S.C. § 1, as may be amended or superseded, and, if not defined therein, will have their ordinary meanings.

The definitions in this policy shall control over conflicting definitions for the same or similar abbreviations, phrases, terms or words as may be defined in the Municipal Code. However, if any definition assigned to any phrase, term or word in this chapter conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control. All references to codified statutes, regulations or other rules shall be deemed to refer to such statutes, regulations or other rules as they may be amended or superseded.

(a) "**accessory equipment**" means equipment other than antennas used in connection with a small wireless facility. The term includes "transmission equipment" as defined by the FCC in 47 C.F.R. § 1.6100(b)(8).

(b) "**amateur station**" means the same as defined by the FCC in 47 C.F.R. § 97.3, which defines the term as "a station in an amateur radio service consisting of the apparatus necessary for carrying on radiocommunications." This term includes amateur radio antennas and related facilities used for amateur radio services.

(c) "**antenna**" means the same as defined by the FCC in 47 C.F.R. § 1.6002(b).

(d) "**appellate authority**" means the City official or appointed/elected body responsible for review of approval authority decisions and vested with authority to consider and decide appeals. For appeals from the approval authority, the appellate authority shall be the City Manager or their designee.

(e) "**approval authority**" means the City official or appointed/elected body responsible for application review and vested with authority to approve, conditionally approve or deny such applications as provided in this policy. The approval authority for applications in connection with small wireless facilities shall be the Director or their designee.

(f) "**architecturally integrated**" means stealth concealment that mimics the existing architecture, design, materials and finishes of the underlying structure such that the small wireless facility appears to be something other than a small wireless facility and part of the original structure's design.

(g) "**arterial road**" means a road designed to feed through-traffic to freeways, provide access to adjacent land uses – mostly at intersections – and feature traffic control measures. The term "arterial road" as used in this policy is defined in the City of Pleasanton General Plan, Circulation Element.

(h) "**batched application**" means the same as defined in California Government Code § 65964.3.

(i) "**City**" means the City of Pleasanton, California.

(j) "**City Council**" means the City Council of the City of Pleasanton, California.

(k) "**City Manager**" means the City Manager of the City of Pleasanton, California or the City Manager's designee.

(l) "**collector road**" means a road designed to provide access to adjacent land uses and feed local traffic to arterials. The term "collector road" as used in this policy includes collectors as defined in the City of Pleasanton General Plan, Circulation Element.

(m) "**collocation**" means the same as defined by the FCC in 47 C.F.R. § 1.6002(g).

(n) "**CPUC**" means the California Public Utilities Commission established in the California Constitution, Article XII, § 5, or its duly appointed successor agency.

(o) "**decorative pole**" means any pole that includes decorative or ornamental features, design elements and/or materials for aesthetic purposes.

(p) "**Department**" means the City of Pleasanton Community and Economic Development Department.

(q) "**Director**" means the City of Pleasanton Community and Economic Development Department Director or the Community and Economic Development Department Director's designee.

(r) "**eligible facilities request**" means the same as defined in 47 U.S.C. § 1455(a)(2), and as interpreted by the FCC in 47 C.F.R. § 1.6100(b)(3).

(s) "**FCC**" means the "Federal Communications Commission", as constituted by the Communications Act of 1934, Pub. L: 73-416, 48 Stat. 1064, codified as 47 U.S.C. §§ 151 *et seq.* or its duly appointed successor agency.

(t) "**Fire Safety Authority**" means the Livermore-Pleasanton Fire Department or their designee.

(u) "**historic resource**" means any prehistoric or historic district, neighborhood, site, building, structure or object included in, or eligible for inclusion in the National Register of Historic Places or the California Register of Historical Resources, or identified in the City of Pleasanton General Plan or the Downtown Specific Plan. The term includes artifacts, records and remains related to or located within such

properties. The term also includes properties with traditional religious and/or cultural importance to any Native American tribe.

(v) "**local road**" means a road designed to serve only adjacent land uses in both commercial and residential areas and provide direct access to these land uses. The term "local road" as used in this policy includes local streets as defined in the City of Pleasanton General Plan, Circulation Element.

(w) "**ministerial permit**" means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City's jurisdiction. Ministerial permits may include, without limitation, any building permit, construction permit, electrical permit, excavation permit, traffic control permit, encroachment permit and/or any similar over-the-counter approval issued by the City's departments.

(x) "**Municipal Code**" means the City of Pleasanton Municipal Code.

(y) "**non-pole concealment structure**" means a structure within the public rights-of-way, other than a pole, that can be adapted (either in its current form or through a replacement) to conceal antennas and/or accessory equipment for small wireless facilities. Examples may include, without limitation, monuments, kiosks, bus shelters and other street furniture.

(z) "**OTARD**" means any "over-the-air reception device" subject to 47 C.F.R. §§ 1.4000 *et seq.*, which generally includes satellite television dishes and certain fixed wireless antennas not greater than one meter in diameter.

(aa) "**personal wireless service facilities**" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(ii).

(bb) "**personal wireless services**" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i).

(cc) "**persons entitled to notice**" means (1) all real property owners; and (2) all occupants of each physical address for all properties, each within 300 feet of the exterior boundaries of the proposed small wireless facility. Mailed notice will be deemed given to real property owners when sent to the address listed on the most recent equalized assessment roll. Mailed notice will be deemed given to all occupants when sent to the real property's physical address.

(dd) "**prohibited support structure**" means any support structure on which the City prohibits the deployment of small wireless facilities, except when authorized as a pre-approved design pursuant to this policy. Prohibited support structures include decorative poles and decorative streetlights; the Main Street "Pleasanton Arch"; traffic signals, signs, poles, cabinets and related devices and structures; new, nonreplacement wood poles; and any utility pole scheduled or reasonably

anticipated to be scheduled for removal within 18 months from the time the Director acts on the application for such pole.

(ee) "**public right-of-way**" or "**public rights-of-way**" means land or an interest in land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for or dedicated to or open to the use by the general public for road or highway purposes. The term does not include private or public utility easements unless such easement is reserved for or dedicated to or open to the use by the general public for road or highway purposes.

(ff) "**residential collector road**" means a road designed to provide access to residential areas and feed traffic from local streets to arterials. The term "residential collector road" as used in this policy includes residential collectors as defined in the City of Pleasanton General Plan, Circulation Element.

(gg) "**RF**" means radio frequency.

(hh) "**Section 6409**" means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a).

(ii) "**shot clock**" means the presumptively reasonable time defined by the FCC, or time specified under state law, if applicable, in which a state or local government must act on an application or request for authorization to place, construct or modify personal wireless service facilities.

(jj) "**Small Cell Permit**" means the permit approval required by the City of Pleasanton Community and Economic Development Department to authorize the use of small wireless facilities subject to this policy.

(kk) "**small wireless facility**", "**small wireless facilities**" or "**SWF**" means the same as defined by the FCC in 47 C.F.R. § 1.6002(*l*).

(ll) "**stealth**" means concealment elements, measures and techniques to: (1) architecturally integrate a small wireless facility into the underlying support structure; or (2) add new architectural features in style, proportion and construction quality with the underlying support structure or blend with or mimic the surrounding built or natural environment and adjacent uses (*e.g.*, antennas mounted within a radome above a streetlight, equipment cabinets in the public rights-of-way painted or wrapped to match the background, etc.), and in either event, to completely screen all transmission equipment from public view. The foregoing stealth concealment techniques examples are included without limitation.

Section 4. APPLICABILITY

(a) **General.** This policy applies to all requests for the City's regulatory authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy small wireless facilities within the public rights-of-way within the City's territorial and jurisdictional boundaries, unless expressly exempted pursuant to this Section 4.

(b) **Small Wireless Facilities on City Property or Structures.** This policy applies to permit applications, submitted to the City in its regulatory capacity as the permitting agency, for small wireless facilities on property or structures owned or controlled by the City and located within the public rights-of-way; provided, however, that this policy does not govern whether or under what terms and conditions the City, in its proprietary capacity as the property or structure owner, would lease, license or otherwise allow a small wireless facility on such property or structures.

(c) **Eligible Facilities Requests.** Notwithstanding anything in this policy to the contrary, this policy shall not be applicable to eligible facilities requests and/or other applications submitted for approval pursuant to Section 6409.

(d) **Other Exemptions.** Notwithstanding anything in this policy to the contrary, this policy shall not be applicable to the following:

(1) wireless facilities operated for public purposes by the City or through joint powers authorities that the City is a member;

(2) small wireless facilities installed completely indoors and used to extend personal wireless services into a business or the subscriber's private residence, such as a femto cell or indoor distributed antenna system;

(3) OTARD antennas;

(4) antennas and related transmission equipment used in connection with a duly authorized amateur station; or

(5) wireless facilities or other transmission equipment owned and operated by CPUC-regulated electric companies for use in connection with electrical power, generation, transmission and distribution facilities subject to CPUC General Order 131-E.

Section 5. REQUIRED PERMITS AND APPROVALS

(a) **Required Permits.** All small wireless facilities located in whole or in part within the public right-of-way subject to this policy shall require a Small Cell Permit subject to the approval authority's prior review and approval in accordance with this policy.

(b) **Other Permits and Regulatory Approvals.** In addition to a Small Cell Permit required under this policy, the applicant must obtain all other permits and

regulatory approvals as may be required by any other federal, state, regional or local government agencies, which includes without limitation any permits and/or approvals issued by other City departments or divisions such as encroachment permits for work or facilities in the public right-of-way. All applications for ministerial permits submitted in connection with a proposed small wireless facility or other infrastructure deployment must contain a valid Small Cell Permit issued by the City for the proposed small wireless facility. Any application for any ministerial permits submitted without such Small Cell Permit may be denied without prejudice. Any Small Cell Permit granted under this policy or deemed granted or deemed approved by the operation of law shall remain subject to any and all lawful conditions and/or legal requirements associated with such other permits or approvals. Furthermore, and to avoid potential confusion, an exemption from the Small Cell Permit requirement under Section 4(d) does not exempt the same wireless facilities or other infrastructure deployments from any other permits or approvals, which includes without limitation any ministerial permits from the City.

Section 6. ADMINISTRATIVE ORDERS AND REGULATIONS

In addition to the requirements in this policy, the Director may adopt such orders or regulations as the Director deems necessary or appropriate to protect and maintain public health, safety, welfare and convenience. The Director is also authorized to establish other reasonable rules and regulations for duly filed applications, which may include without limitation regular hours for submittal appointments with applicants, as the Director deems necessary or appropriate to organize, document and manage the application intake process. All such requirements, materials, rules and regulations must be in written form and publicly stated.

Section 7. PERMIT APPLICATIONS

(a) **Application Required.** The approval authority shall not approve any requests for authorization to construct, install, operate, collocate, modify, relocate, remove or otherwise deploy small wireless facilities within the public right-of-way except upon a complete and duly filed application consistent with this section and any other written rules or requirements the City or the Director may establish from time to time in any publicly-stated format.

(b) **Application Fee/Deposit.** The applicant shall submit the applicable permit application fee, application review deposit, or combination application fee and review deposit adopted by City Council resolution at the time of application. Batched applications must include the permit application fee, review deposit, or combination application fee and review deposit for each small wireless facility in the batch unless a specific batched application fee, review deposit, or combination application fee and review deposit has been adopted by City Council resolution at the time of application. The foregoing fee requirement for batched applications shall apply separately to applications for Small Cell Permits and any other permit or approval required at the time such fees for such other permit or approval are

due (*e.g.*, Small Cell Permit application fees required for each small wireless facility in the batch, and subsequent encroachment permit applications fees required for each small wireless facility in the batch). If no permit application fee, application review deposit, or combination application fee and review deposit has been adopted at the time of application, then the applicant must submit a signed written statement that acknowledges that the applicant will be required to submit a deposit estimated by the Director to reimburse the City for its reasonable costs incurred in connection with the application within 10 business days after the City issues a written demand for reimbursement. Additional deposits shall be required if the deposit is inadequate and must be replenished. If the deposit exceeds the actual costs, the difference will be returned to the applicant following final inspection in event of an approval, withdrawal of the application, or the conclusion of any appeals or expiration of any appeal periods, whichever occurs later, in event of a denial.

(c) **Application Content.** All applications for a permit must include all the information and materials required by the Director for the application. The Director is authorized to develop, publish and from time-to-time update or amend permit application requirements, forms, checklists, guidelines, informational handouts and other related materials that the Director finds necessary, appropriate or useful for processing any application governed under this policy. All such requirements must be in written form and publicly stated and available. All applications shall, at a minimum, require the applicant to demonstrate that the proposed project will be in planned compliance with all applicable health and safety laws, regulations or other rules, which include without limitation all building codes, electric codes and all FCC rules for human exposure to RF emissions.

(d) **Batched Applications.** Pursuant and subject to California Government Code § 65964.3, an applicant may submit up to 50 substantially similar wireless broadband projects under a single application for a Small Cell Permit. Notwithstanding the foregoing: (1) all substantially similar wireless broadband projects or small wireless facilities in a batch must be proposed with substantially the same equipment in the same configuration and on the same support structure type; (2) each substantially similar wireless broadband project or small wireless facility in a batch must meet all the requirements for a complete application, which includes without limitation the applicable batched application fees pursuant to Section 7(b); (3) if the application materials for any substantially similar wireless broadband project or small wireless facility in a batch is deemed incomplete, the entire match shall be automatically deemed incomplete; (4) if the application for a batch is deemed withdrawn, such deemed withdrawn status shall apply to all substantially similar wireless broadband projects or small wireless facilities in the batched application; (5) if any substantially similar wireless broadband project or small wireless facility in a batch fails to meet the required findings for approval, the entire batch shall be denied; (6) any conditions of approval associated with the Small Cell Permit, including but not limited to those provided in Section 14, shall be applied individually to each wireless broadband project or small wireless facility in the

batch; (7) the applicant shall obtain individual construction, encroachment, excavation, traffic control and other similar ministerial permits for each substantially similar wireless broadband project or small wireless facility approved or deemed-approved in a batch; and (8) the Director will have final authority over whether all wireless broadband projects or small wireless facilities in a batch are "substantially similar".

(e) **Voluntary Pre-Application Conferences.** The Department shall provide prospective applicants with the opportunity to schedule and attend a voluntary pre-application conference with Department staff. The City strongly encourages, but does not require, pre-application conferences for all applications. This voluntary pre-application conference process, including but not limited to any requests for conferences or meetings, submittal of pre-application materials, or the occurrence of any conferences or meetings, does not, and shall not be deemed to, commence any shot clocks. This voluntary pre-application conference is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process, any latent issues in connection with the proposed or existing small wireless facility, such as compliance with generally applicable rules for public health and safety; potential stealth or concealment issues or concerns (if applicable); coordination with other City departments and/or divisions responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The Department shall use reasonable efforts to provide the applicant with an appointment within five working days after receiving a written request and any applicable fee or deposit to reimburse the City for its reasonable costs to provide the services rendered in the pre-application conference.

(f) **Application Submittal.** Unless the Director establishes an alternative submittal procedure pursuant to Section 6, all applications submitted, or resubmitted in response to an incomplete notice as the case may be, under this policy must be submitted to the Department through the online permitting portal only during the Department's "Permit Center Hours" as published on the Department's website. The Department's Permit Center Hours exclude City holidays or other days that the City is closed. Any applications submitted, or resubmitted as the case may be, after such Permit Center Hours will be deemed submitted, or resubmitted, and received by the Department at the start of "Permit Center Hours" on the next scheduled working day. Any application received in a manner not authorized by this policy or alternatives established by the Director, whether delivered in-person, by mail, electronically or through any other means, will not be considered duly filed whether the City retains the submitted materials or not.

(g) **Voluntary Community Meetings.** The City strongly encourages, but does not require, applicants to schedule, notice, arrange, and attend a voluntary community meeting with all interested members of the public. Community meetings may be conducted before or after submittal. This voluntary community meeting does not cause the FCC shot clock to begin and is intended to give applicants the opportunity to hear from members of the public regarding the proposed small wireless facility project. Applicants should schedule any voluntary community meetings at times and in locations that are conducive to maximizing public participation. Applicants are encouraged (but not required) to bring any draft applications, plans, maps, presentations or other materials to facilitate the public's understanding of the applicant's small wireless facility project. Applicants are also encouraged (but not required) to maintain minutes or a comment log of the community meeting. The City seeks to encourage dialogue that may allow applicants to address areas of concern and may lessen the likelihood of appeals. Community meetings may be conducted before or after submittal. Public notice for a community meeting should be given in the manner described for persons entitled to notice, except that the applicant is responsible for the cost and implementation of noticing.

(h) **Applications Deemed Withdrawn.** To promote efficient review and timely decisions, any application governed under this policy will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the Department within 90 calendar days after the Department deems the application incomplete in a written notice to the applicant. The Director, in the Director's discretion, may grant a written extension for up to an additional 60 calendar days when the applicant submits a written request prior to the 90th day that shows good cause to grant the extension. Good cause for an extension shall include, without limitation, delays due to circumstances outside the applicant's reasonable control.

Section 8. PEER AND INDEPENDENT CONSULTANT REVIEW

(a) **Authorization.** The Director is authorized to, in the Director's discretion, select and retain an independent consultant with specialized training, experience and/or expertise in telecommunications issues in connection with any permit application. The Director may request an independent consultant review on any issue that involves specialized or expert knowledge in connection with wireless facilities deployment or permit applications for wireless facilities, which include, without limitation: (1) permit application completeness and/or accuracy; (2) compliance with applicable regulations for human exposure to RF emissions; (3) whether and to what extent a proposed project will comply with applicable laws, including but not limited to this policy and its design standards; (4) the applicability, reliability and/or sufficiency of any information, analyses or methodologies used by the applicant to reach any conclusions about any issue with the City's discretion to review; and (5) any other issue identified by the Director that requires expert or specialized knowledge, which includes, without limitation, any issues related to an

exception requested by the applicant pursuant to Section 15. The Director may request that the independent consultant prepare written reports, testify at public meetings, hearings and/or appeals and attend meetings with City staff and/or the applicant.

(b) **Cost Reimbursement / Deposit.** Subject to applicable laws, if the Director elects to retain an independent consultant in connection with any permit application, then the applicant shall be responsible for the actual and reasonable costs incurred by the City in connection with the services provided, which may include, without limitation, actual and reasonable costs incurred by the independent consultant to attend and participate in any meetings or hearings related to the permit application and the City's actual and reasonable costs incurred to administer the independent consultant contract. The applicant shall tender to the City a deposit in an amount equal to the estimated actual and reasonable cost for the services to be provided, as determined by the Director if not deposit amount has been established and paid pursuant to Section 7(b) of this policy. The deposit funds shall be applied to the independent consultant's invoices as such invoices are approved by the Director. The Director may request additional deposits as reasonably necessary to ensure sufficient funds are available to cover the reasonable costs in connection with the independent consultant's services. If the deposit exceeds the total costs for the independent consultant's services, then the Director shall promptly return any unused funds to the applicant after the small wireless facility has been installed and passes a final inspection. If the reasonable costs for the independent consultant's services exceed the deposit, then the Director shall invoice the applicant for the balance. The Director is authorized to develop, publish and from time-to-time, update a standard deposit agreement consistent with this section. The City shall not issue any construction or encroachment permits to any applicant with any unpaid deposit requests or invoices.

(c) **Fire Safety Authority Independent Consultants.** In addition, the Fire Safety Authority has the authority to select and retain an independent consultant with expertise and/or specialized training in fire safety and fire hazard mitigation and prevention satisfactory to the Fire Safety Authority in connection with any application. The Fire Safety Authority may request independent consultant review on any matter referred or committed to the Fire Safety Authority for review or approval. Subject to applicable laws, in the event that the Fire Safety Authority elects to retain an independent consultant in connection with any application, the applicant shall be responsible for the actual and reasonable costs in connection with the services provided, which may include without limitation any actual and reasonable costs incurred by the independent consultant to attend and participate in any meetings or hearings and the Fire Safety Authority's actual and reasonable costs to administer the independent consultant contract. The same procedures for fee deposits, cost reimbursements and refunds to the applicant as described above in Section 8(b) shall be applicable to independent consultant review required by the Fire Safety Authority.

Section 9. PUBLIC NOTICE

(a) **Preface.** The City strongly favors public participation in the community development process, which requires effective public notice. However, federal regulations that generally require approvals or denials within a relatively short timeframe interfere with the City's ability to provide public notice and conduct public hearings in the same manner as the City would for other commercial development projects. To promote the City's and the community's legitimate interest in public participation, while at the same time enabling the City to act on applications within the timeframe prescribed by law, this Section 9 establishes notice requirements designed to give interested parties notices through multiple mediums and at times intended to maximize such parties' ability to stay informed and exercise their right to be heard.

(b) **Mailed Notice.** Within 10 calendar days of an application being filed for a personal wireless service facility, the Department shall mail a written notice to all persons entitled to notice. The notice shall include: (1) the project location with a street address and/or GPS coordinates; (2) the City's permit application number; (3) a general project description; (4) contact information for the Department so that persons may request additional information or submit comments; and (5) a statement that the Director will act on the application without a public hearing, but that any interested person or entity may appeal the Director's decision directly to the City Manager.

Section 10. APPROVALS; DENIALS; APPEALS

(a) **Initial Administrative Decision.** The approval authority may approve, conditionally approve or deny a complete and duly filed permit application without a public hearing.

(b) **Required Findings for Approval.** The approval authority (or appellate authority on appeal) may approve or conditionally approve an application for a Small Cell Permit only when it makes all the following findings:

(1) the proposed project qualifies as a "small wireless facility" as defined by the FCC;

(2) the proposed small wireless facility is in a preferred location as defined in this policy; or the proposed small wireless facility is in a discouraged location as defined in this policy and the applicant has demonstrated through a meaningful comparative analysis that no more preferred location would be technically feasible and potentially available;

(3) the proposed small wireless facility would not be located on a prohibited support structure identified in this Policy;

(4) the proposed small wireless facility is on a preferred support structure as defined in this policy; or the proposed small wireless facility is on a discouraged support structure as defined in this policy and the applicant has demonstrated through a meaningful comparative analysis that no more preferred support structure would be technically feasible and potentially available;

(5) the proposed small wireless facility complies with all applicable development standards in this policy, the Municipal Code and any other applicable regulations;

(6) the applicant has shown that it can obtain any wireline communications and electrical service connections necessary to operate the proposed small wireless facility and the project plans show the proposed route for all such connections between their source and the proposed small wireless facility;

(7) the applicant has demonstrated that the proposed small wireless facility will comply with all applicable FCC regulations and guidelines for human exposure to RF emissions and will not, either individually or cumulatively with other transmitters in the vicinity, result in RF exposures that exceed the FCC's maximum permissible exposure level for the general population;

(8) all public notices required for the application have been given; and

(9) any required California Environmental Quality Act findings have been made.

(c) **Conditional Approvals; Denials without Prejudice.** Subject to any applicable federal or state laws, nothing in this policy is intended to limit the approval authority's ability to conditionally approve or deny without prejudice any permit application governed under this policy as may be necessary or appropriate to protect and promote the public health, safety and welfare, and to advance the goals or policies in the general plan and any applicable specific plan, this policy or the Municipal Code.

(d) **Decision Notices.** Within five calendar days after the approval authority acts on an application governed under this policy or before the shot clock expires (whichever occurs first), the Department shall provide a written notice to the applicant. If the approval authority (or appellate authority) denies the application (with or without prejudice), the written notice to the applicant must contain the reasons for the denial.

(e) **Appeals.** Any interested person may appeal the approval authority's decision to the City Manager provided that: (1) an appeal notice must be filed with the City Clerk within seven calendar days from the date of the approval authority's decision; (2) an appeal must be timely and duly filed with the City Clerk on a form provided by the City Clerk, or if no such form is available, in a writing that states in plain terms the grounds for appeal and the facts that support those grounds; (3) appeals

from an approval shall not be permitted when based on reasons otherwise compliant under this policy, including appeals based on duly adopted preapproved designs or the environmental effects from RF emissions that are compliant with applicable FCC regulations and guidelines; and (4) the City Manager shall consider appeals *de novo*. The City Manager shall issue the applicant and appellant a written decision within 15 calendar days of receipt of the appeal. If the City Manager denies the application on appeal (whether by affirmation or reversal), the written notice shall contain the reasons for the decision. The City Manager's decision shall be final and not subject to any further City appeals or petitions for reconsideration.

Section 11. LOCATION STANDARDS

(a) **Preface.** This section sets out criteria to determine the preferred location and support structure for small wireless facilities. The City considers the most preferred location and support structure to be the least intrusive means for an applicant to provide its services to the public. Subsection (b)(1) describes roads in or adjacent to zoning areas where small wireless facilities are generally most preferred. Subsection (b)(2) provides specific locations where small wireless facilities are discouraged. It is possible for a proposed facility to be simultaneously in a "preferred" and "discouraged" location, for example, a small wireless facility on or adjacent to an arterial road in an "Industrial, Commercial & Offices" zoning area that is also within 100 feet of a residential dwelling unit. In such cases, the location shall be deemed a "discouraged" location.

(b) **Locations.** To assist applicants, staff, and the approval authority understand and respond to the community's aesthetic preferences and values, this Section 11(b) describes preferred and discouraged locations for small wireless facilities in the public rights-of-way.

(1) **Preferred Locations.** All applicants must, to the extent technically feasible and potentially available, propose new small wireless facilities in a preferred location. The following locations are all considered "preferred locations" and are ranked in order of most preferred to least preferred. Applicants must propose new facilities on parcels with the most preferred land use designation whenever technically feasible and potentially available. Road designations within the below are also ranked in order of most preferred to least preferred. Applications must include a written justification as part of their application submittal, supported by factual and verifiable evidence, that demonstrates no location with a more preferred land use or road designation is technically feasible and available.

(A) locations on arterial, collector, residential collector, or local roads in or adjacent to zoning areas categorized as "Industrial, Commercial & Offices", "Mixed Use" or "Open Space" as defined and mapped in the City of Pleasanton General Plan, Land Use Element;

(B) locations on arterial, collector, residential collector, or local roads in or adjacent to zoning areas categorized as “Community Facilities” or “Open Space” as defined and mapped in the City of Pleasanton General Plan, Land Use Element;

(C) locations on arterial or collector roads in or adjacent to zoning areas categorized as “Residential” as defined and mapped in the City of Pleasanton General Plan, Land Use Element;

(2) **Discouraged Locations.** When no preferred location is technically feasible and potentially available, the applicant may propose a wireless facility in a discouraged location pursuant to an exception under Section 15, including a written justification supported by factual and verifiable evidence, demonstrating that no preferred location is technically feasible and potentially available. If a small wireless facility must be placed in a discouraged location, the applicant shall use the least-discouraged location that is technically feasible and potentially available. The following locations are discouraged, and ordered from least discouraged to most discouraged, and road designations within the below are also ranked in order of least discouraged to most discouraged

(A) locations on local or residential collector roads in or adjacent to zoning areas categorized as “Residential” as defined and mapped in the City of Pleasanton General Plan, Land Use Element;

(B) on Main Street between Bernal Avenue and Del Valle Parkway;

(C) any location within a designated historic or scenic corridor or any location on or within 200 feet from a historic resource;

(D) any location within 100 feet from a residential dwelling unit (but not accessory structures, detached garages, sheds, pool houses, etc.), irrespective of the underlying zoning district;

(3) **Additional Location Standards.** In addition to all other location standards in this Section 11, small wireless facilities and all associated antennas, accessory equipment or improvements in the public rights-of-way shall:

(A) be placed as close as possible to alignment with the property line that divides two parcels abutting the public rights-of-way

(B) not be placed directly in front of any ground-level door;

(C) not be placed directly in front of any first- or second-story window;

(D) on arterials, be placed as close to mid-block as technically feasible and consistent with the other location requirements in this policy;

(E) not be placed within any clear zone at any intersections;

(F) not be placed within any visibility triangle area that crosses a front property line and blocks visibility above 36 inches from grade level;

(G) not be placed in any location that obstructs view lines for traveling vehicles, bicycles and pedestrian;

(H) not be placed in any location that obstructs views of any traffic signs or signals;

(I) not be placed in any location that obstructs illumination patterns for existing streetlights;

(J) not be placed in any location that interferes with access to fire stations, fire hydrants, water valves, underground vault, vault housing structure, or any other public health and safety facility;

(K) not be placed in any location that obstructs physical access to, on or over the public rights-of-way in violation of the Americans with Disabilities Act or other applicable laws;

(L) for new, non-replacement support structures, be placed at least 50 feet from any streetlight, utility pole or other similar support structure;

(M) not be placed within 250 feet from another small wireless facility;

(c) **Support Structures.** This Section 11(c) describes preferred, discouraged and prohibited support structures.

(1) **Preferred Support Structures.** The City's preferences for support structures are as follows, order from most preferred to least preferred:

(A) existing or replacement metal or composite streetlight poles;

(B) existing or replacement metal or composite utility poles;

(C) existing or replacement wood utility poles;

(2) **Discouraged Support Structures.** When no preferred support structure is technically feasible and potentially available, the applicant may propose a wireless facility on a discouraged support structure pursuant to an exception under Section 15, including a written justification supported by factual and

verifiable evidence, demonstrating that no preferred support structure is technically feasible and potentially available. If a small wireless facility must be installed on a discouraged support structure, the applicant shall use the least-discouraged support structure that is technically feasible and potentially available. The following support structures are discouraged, and ordered from least discouraged to most discouraged:

(A) existing or replacement non-pole concealment structures, such as monuments, kiosks, bus shelters and other street furniture;

(B) new, non-replacement metal or composite streetlight poles;

(C) new, non-replacement metal or composite concealment poles for small wireless facilities;

(3) **Prohibited Support Structures.** Small wireless facilities shall not be installed on the following prohibited support structures:

(A) decorative poles and decorative streetlights;

(B) the Main Street “Pleasanton Arch”;

(C) traffic signals, signs, poles, cabinets and related devices and structures;

(D) new, non-replacement wood poles;

(E) any utility pole scheduled or reasonably anticipated to be scheduled for removal within 18 months from the time the Director acts on the application for such pole;

(d) **New and Replacement Pole Locations.** All new and replacement poles must be: (1) if a replacement pole, located as close to the removed pole’s location as possible not to exceed five feet; (2) aligned with the other existing poles along the public right-of-way; (3) designed to resemble existing poles, including an overall height that is no greater than the replaced pole or, if a new pole, the nearest adjacent pole; and (4) compliant with all applicable standards and specifications issued by the City, which may include, without limitation, requirements related to aesthetics, materials and safety. Notwithstanding anything in this subsection to the contrary, the Director may approve a deviation from the foregoing requirements if, in the Director’s discretion, an alternative placement location would result in a more aesthetically desirable outcome consistent with the goals of this policy. All replaced poles must be removed within 24 hours after the replacement pole has been erected and any utilities have been cutover.

(e) **Encroachments Over Private Property.** No small wireless facility, or any antenna, accessory equipment or other improvements associated with a small

wireless facility, may extend onto or over any private or public property outside the public right-of-way without the property owner's prior written consent and a recorded easement or other similar legal instrument.

Section 12. DESIGN STANDARDS

(a) **General Design Standards.** The standards in this Section 12(a) shall be applicable to all small wireless facilities in the public rights-of-way:

(1) **Stealth/Concealment.** All small wireless facilities must be stealth to the maximum extent feasible with concealment elements, measures and techniques that mimic or blend with the underlying support structure, surrounding environment and adjacent uses.

(2) **Least Visible Equipment.** The applicant must use the smallest and least visible antennas and accessory equipment possible to accomplish the service objectives.

(3) **Overall Height.** No equipment associated with a small wireless facility may extend more than five feet above the support structure, plus any minimum separation between the antenna and other pole attachments required by applicable health and safety regulations.

(4) **Finishes.** All exterior surfaces shall be painted, colored and/or wrapped in flat, non-reflective hues that match the underlying support structure or blend with the surrounding environment, minimizing visibility to the greatest extent feasible. All exterior surfaces on small wireless facilities shall be constructed from, or coated with, graffiti-resistant materials or sealant. All finishes shall be subject to the approval authority's prior approval.

(5) **Noise.** All small wireless facilities must be compliant with all applicable noise regulations, which includes, without limitation, any noise regulations in the Municipal Code, including Chapter 9.04 (Noise Regulations) of the Municipal Code. Equipment likely to create noise, such as cooling fans, are strongly discouraged except when placed in an underground vault. The approval authority may require the applicant to incorporate appropriate noise-baffling materials and/or noise-mitigation strategies to avoid any ambient noise from equipment reasonably likely to exceed the applicable noise regulations.

(6) **Lights.** All new or replacement street lights and street light fixtures must be aimed and shielded so that their illumination effects are directed downwards and confined within the public rights-of-way in a manner consistent with any other standards and specifications as identified or required by the approval authority. Small wireless facilities may not include exterior lights other than as may be required under Federal Aviation Administration, FCC or other applicable federal or state governmental regulations. All antennas, accessory

equipment and other improvements with indicator, status or other lights must be installed in locations and within enclosures that eliminate illumination impacts visible from publicly accessible areas. Any light beacons or lightning arresters shall be included in the overall height calculation.

(7) **Trees and Landscaping.** Small wireless facilities shall not be installed (in whole or in part) within any tree drip line. Small wireless facilities may not displace any existing tree, landscape or hardscape features. All small wireless facilities proposed to be placed in a landscaped area in the public rights-of-way must include landscape and/or hardscape features (which may include, without limitation, shrubs and ground cover) located at least 18 inches from the curb and gutter flow line and a landscape maintenance plan. The existing native vegetation shall be maintained to the maximum extent feasible. The approval authority may require additional landscape or hardscape features for small wireless facilities proposed to be placed in a landscaped area in the public rights-of-way to screen the small wireless facility from public view, avoid or mitigate potential adverse impacts on adjacent properties or otherwise enhance the stealth techniques required under this policy. All plants proposed or required must be native and/or drought-resistant and consistent with any landscaping requirements for the underlying zone and are further subject to approval by the approval authority.

(8) **Signage; Decals; Advertisements.** All small wireless facilities must include signage that accurately identifies the equipment owner/operator, the owner/operator's site name or identification number and a 24 hours-per-day, seven days-per-week, toll-free telephone number to the owner/operator's network operations center. Small wireless facilities may not bear any other signage, decals or advertisements unless expressly approved by the approval authority, required by law or recommended under FCC or other federal governmental agencies for compliance with RF emissions regulations.

(9) **Security Measures.** To prevent unauthorized access, theft, vandalism, attractive nuisance or other hazards, reasonable and appropriate security measures, such as locks, removable climbing pegs and anti-climbing devices, may be approved. Security measures shall be designed and implemented in a manner that enhances or contributes to the overall stealth techniques, and the approval authority may condition approval on additional stealth elements to mitigate any aesthetic impacts, which may include, without limitation, additional landscape or hardscape features. Barbed wire, razor ribbon, electrified fences or any similar security measures are prohibited. Cabinets and equipment shrouds must be kept secured to prevent unauthorized access.

(10) **Fire Safety.** All small wireless facilities shall include (A) a power shut off immediately accessible to fire service personnel, through a Knox box or similar rapid-access system approved by the Fire Safety Authority, upon arrival at the scene of a fire and/or anticipated power surge due to power being turned off or

on for any reason; (B) surge protection devices capable of mitigating a direct or partial direct lightning discharge; (C) surge protection devices capable of mitigating significant electrical disturbances that may enter the small wireless facility via conductive cables; (D) at least one-hour fire resistant interior surfaces to be used in the composition of all structures; and (E) monitored automatic fire notification and suppression systems for all small wireless facilities as approved by the applicable Fire Safety Authority.

(11) **Secondary Power Sources.** The approval authority may approve secondary or backup power sources on a case-by-case basis. No permanent generators or similarly noisy or noxious generators within the public rights-of-way or at any other location or within 250 feet from any residence are permitted; provided, however, the approval authority may approve sockets or other connections used for temporary backup generators.

(12) **Parking.** Small wireless facilities and any associated accessory equipment or other improvements shall not reduce any street parking spaces within the public rights-of-way.

(13) **Compliance with Laws.** All small wireless facilities must be designed and sited in compliance with all applicable federal, state, regional and local laws, regulations, rules, restrictions and conditions, which includes without limitation the California Building Standards Code, Americans with Disabilities Act, the general plan and any applicable specific plan, the Municipal Code and any conditions or restrictions in any permit or other governmental approval issued by any public agency with jurisdiction over the project.

(b) **Antennas.** In addition to all generally applicable design standards in Section 12(a), this Section 12(b) sets out specific preferences and standards for antennas.

(1) **Placement.** Antennas should be placed above the pole, unless the approval authority finds that: (a) such placement above the pole would significantly impair views of importance, including but not limited to historic resources and scenic or historic corridors; or (b) an alternative placement, including but not limited to affixed to the side of the pole, results in an aesthetically superior design based on site-specific circumstances.

(2) **Stealth/Concealment.** All antennas and associated cables, jumpers, wires, mounts, masts, brackets and other connectors and hardware must be installed within a unified shroud or “radome”. Antenna shrouds must be visually consistent with the underlying pole’s design, color and scale. Antenna shrouds placed above a pole must taper down to the point where the shroud and pole connect to conceal the cables below the antennas and create a smooth transition into the pole. All antenna mounting posts shall be trimmed so that the post does not extend above the antenna. For antennas approved to be affixed to the side of the pole within a shroud, all cables must be concealed within the

shroud and extension arm, if any, to create a smooth transition into the pole, or back into the external conduit on the pole, if attached to a wood pole.

(3) **Volume.** Any individual antenna (including its shroud or other stealth or concealment device) shall not exceed three cubic feet in volume. The cumulative limit for all antennas (including their shrouds or other stealth or concealment devices) on a single small wireless facility shall not exceed: (A) three cubic feet for small wireless facilities within 100 feet from a residential dwelling unit; or (B) six cubic feet for small wireless facilities in all other locations.

(4) **Strand-Mounted Antennas.** No more than one strand-mounted small wireless facility may be installed on any single span between two poles. All equipment and other improvements associated with a strand-mounted small wireless facility must comply with all applicable health and safety regulations. Strand-mounted wireless facilities shall not exceed one cubic foot in total volume. “Snow shoes” and other spooled fiber or cables are prohibited.

(c) **Accessory Equipment.** In addition to all generally applicable design standards in Section 12(a), this Section 12(c) sets out specific preferences and standards for accessory equipment.

(1) **Placement Preferences.** This subsection describes the City’s general preferences for accessory equipment placement and configuration on or around the pole. Applicants shall propose small wireless facilities in compliance with these preferences to the maximum extent feasible. The approval authority may approve a lesser-preferred configuration for the accessory equipment when the applicant demonstrates that more-preferred configurations are technically infeasible or the approval authority finds that a lesser-preferred configuration is more consistent with existing poles and the surrounding environment. The City generally prefers accessory equipment to be placed, ordered from most preferred to least preferred, as follows:

(A) within an environmentally controlled underground equipment vault;

(B) within an architecturally integrated enclosure at the base of the pole;

(C) within a shroud mounted above ground level on the pole;

(D) within a separate surface-mounted equipment cabinet.

(2) **Volume.** The cumulative limit for all accessory equipment (including their shrouds, cabinets or other stealth or concealment devices) on a single small wireless facility shall not exceed: (A) nine cubic feet for small wireless facilities within a residential district or within 100 feet from a residential dwelling unit; or

(B) 17 cubic feet for small wireless facilities in all other locations. These limits shall not be applicable to undergrounded accessory equipment.

(3) **Undergrounded Equipment.** Consistent with CPUC and local policies, the City strongly prefers undergrounded accessory equipment whenever possible because it mitigates unnecessary physical obstructions and aesthetic harm caused by unsightly infrastructure in the public rights-of-way. This Section 12(c)(3) sets out specific preferences and standards for undergrounded accessory equipment.

(A) **Where Required.** Accessory equipment (other than any electric meter (where permitted) and an emergency disconnect switch) shall be placed underground when proposed in any (i) underground utility district; (ii) any area where all existing utilities are substantially undergrounded; or (iii) any location where the approval authority finds substantial evidence that the additional above-ground accessory equipment would incommode the public's uses in the public rights-of-way.

(B) **Equipment Vaults.** All undergrounded accessory equipment must be installed in an environmentally controlled vault that is load-rated to meet the City's standards and specifications. Underground vaults located beneath a sidewalk must be constructed with a slip-resistant cover and properly secured to prevent unauthorized access. Vents for airflow shall be flush-to-grade when placed within the sidewalk and may not exceed two feet above grade when placed off the sidewalk. Vault lids may contain manufacturer and site operator information but shall not exhibit commercial advertisements.

(4) **Base-Mounted Accessory Equipment.** This Section 12(c)(4) sets out specific preferences and standards for base-mounted accessory equipment.

(A) **Stealth/Concealment.** Base-mounted accessory equipment enclosures must be stealth to the maximum extent feasible and architecturally integrated with the pole and surrounding environment. For poles that already include a larger or decorative base, the base-mounted accessory equipment enclosure should mimic the existing design and/or decorative features. Base-mounted accessory equipment enclosures should include a tapered or decorative transition between the enclosure and the pole, unless (i) the proposed facility is a pre-approved design that does not include such a transition or (ii) the approval authority finds that such a transition would be less aesthetically desirable considering the pole and surrounding environment.

(B) **Maximum Dimensions.** Any base-mounted accessory equipment enclosure integrated into the pole shall not exceed the following dimensions: (i) 48 inches in height, measured from grade level to the

highest point on the enclosure, but excluding any decorative design elements that transition the wider base into the narrower pole; and (ii) 26 inches in length or width on any rectangular enclosure or 28 inches in diameter for any round, hexagonal, octagonal or similarly shaped enclosure.

(C) **Graffiti.** Base-mounted accessory equipment enclosures must be coated with anti-graffiti finishes. To prevent litter and other objects placed on such equipment, the City may require that base-mounted accessory equipment enclosures not have any flat horizontal surfaces greater than 1.5 square inches.

(5) **Pole-Mounted Accessory Equipment.** This Section 12(c)(5) sets out specific preferences and standards for pole-mounted accessory equipment.

(A) **Stealth/Concealment.** Applicants should propose to place any pole-mounted accessory equipment using stealth to the maximum extent feasible with concealment elements and in the least conspicuous position under the circumstances presented by the proposed pole and location. Pole-mounted accessory equipment may be installed behind street, traffic or other signs to the extent that the installation complies with applicable public health and safety regulations. Unless placed behind a street sign or some other concealment that dictates the equipment orientation on the pole, all pole-mounted accessory equipment should be oriented away from prominent views. In general, the proper orientation will likely be toward the street to reduce the overall profile when viewed from the nearest abutting properties. If orientation toward the street is not feasible, then the proper orientation will most likely be away from oncoming traffic. If more than one orientation would be technically feasible, the Director may select the most appropriate orientation.

(B) **Minimum Ground Clearance.** The lowest point on any pole-mounted accessory equipment shall be at least 15 feet above ground level adjacent to the pole. If applicable laws require any pole-mounted accessory equipment component to be placed less than 15 feet above ground level, the clearance from ground level shall be no less than required for compliance with such laws.

(C) **Horizontal Extensions.** Pole-mounted accessory equipment should be as close to flush with the pole as technically feasible and shall not extend over any roadway for vehicular travel or any abutting private property. If applicable laws preclude flush-mounted accessory equipment, the separation gap between the pole and the accessory equipment shall be no greater than required for compliance with such laws and concealed by opaque material (such as cabinet “flaps” or “wings”).

(D) **Strand-Mounted Antenna Accessory Equipment.** Any accessory equipment mounted on the pole associated with a strand-mounted small wireless facility antenna shall comply with the requirements of this Section 12(c)(5). All equipment and other improvements associated with a strand-mounted small wireless facility must comply with all applicable health and safety regulations. The approval authority shall not approve any ground-mounted equipment in connection with any strand-mounted small wireless facility. “Snow shoes” and other spooled fiber or cables are prohibited.

(6) **Surface-Mounted Equipment Cabinets.** This Section 12(c)(6) sets out specific preferences and standards for surface-mounted accessory equipment.

(A) **Stealth/Concealment.** Concealment for surface-mounted equipment cabinets will be assessed on a site-specific basis and consider the location and existing uses and aesthetic elements in the vicinity. In general, the City prefers surface-mounted accessory equipment to be stealth to the maximum extent feasible with concealment elements as follows: (i) within a landscaped parkway, median or similar location, behind or among new/existing landscape or hardscape features, as approved by the approval authority, and painted, powder coated, wrapped or finished in flat natural colors to blend with the landscape features in accordance with City requirements; (ii) if landscaping concealment is not technically feasible, disguised as other street furniture adjacent to the support structure, such as, for example, mailboxes, benches, trash cans and information kiosks; and (iii) if neither landscaping concealment or street furniture is available, accessory equipment should be completely shrouded or placed in a cabinet substantially similar in appearance to existing surface-mounted accessory equipment cabinets in the vicinity.

(B) **Public Safety.** To promote and protect public health and safety and prevent potential hazards hidden behind large equipment cabinets, individual surface-mounted accessory equipment cabinet may not exceed four feet in height or four feet in width. Surface-mounted accessory equipment enclosures must be coated with anti-graffiti finishes. Surface-mounted accessory equipment enclosures should not have any flat horizontal surfaces greater than 1.5 square inches to prevent litter and other objects placed on such equipment.

(d) **Utilities.** The provisions in this Section 12(d) are applicable to all utilities and other related improvements that serve small wireless facilities.

(1) **Overhead Lines.** The approval authority shall not approve any new overhead utility lines in underground utility districts. In areas with existing overhead lines, new communication lines shall be “overlashed” with existing communication lines. but service conduits shall be placed underground. No new overhead

utility service drops shall be permitted to traverse any roadway used for vehicular transit.

(2) **Vertical Cable Risers.** All cables, wires and other connectors must be routed through conduits within the pole or other support structure, and all conduit attachments, cables, wires and other connectors must be concealed from public view. To the extent that cables, wires and other connectors cannot be routed through the pole, such as with wood utility poles, applicants shall route them through external conduits or shrouds that have been finished to match the underlying pole. The applicant shall minimize the number and size of external conduits to the extent technically feasible.

(3) **Spools and Coils.** To reduce clutter and deter vandalism, excess fiber optic or coaxial cables shall not be spooled, coiled or otherwise stored on the pole outside equipment cabinets or shrouds. Horseshoes and loops of excess wires are prohibited.

(4) **Electric Meters.** Small wireless facilities shall use flat-rate electric service or other method that obviates the need for a separate above-grade electric meter. If flat-rate service (or any other method of service that would obviate the need for an electric meter) is not available, applicants may install a shrouded smart meter, or if a shrouded smart meter is not available, a separate meter pedestal per City standards. If the proposed project involves a surface-mounted equipment cabinet, an electric meter may be integrated with the cabinet, but the approval authority shall not approve a separate surface-mounted electric meter pedestal. In no case shall applicant be permitted to use electricity/power provided by a City-owned streetlight or City-owned circuit without separate written authorization from the City.

(5) **Existing Underground Conduits.** To reduce unnecessary wear and tear on the public rights-of-way, applicants are encouraged to use existing conduits whenever available and technically feasible. Access to any conduit owned by the City shall be subject to a separate written agreement and the Director's prior written approval, which the Director may withhold or condition as the Director deems necessary or appropriate to protect the City's infrastructure, prevent interference with the City's municipal functions and public health and safety.

(e) **Historic Resources.** This policy shall not be construed or applied to limit the City's authority to enforce other laws or regulations intended to protect or preserve historic resources. Any small wireless facility that adversely impacts any historic resource shall not be approved without an exception pursuant to Section 15.

Section 13. PREAPPROVED DESIGNS

(a) **Preface.** To expedite the review process for Small Cell Permit applications, promote uniform aesthetics in the public rights-of-way and encourage collaborative designs among applicants and the City that blend with surrounding environment, the City strongly encourages, but does not require preapproved designs. This Section 13 sets out the process to establish or repeal a preapproved design and the review procedures and findings applicable to these applications.

(b) **No Shot Clock Commencement.** This preapproved design process, including any application submittals, conferences, meetings, or hearings, does not, and shall not be deemed to, commence any shot clocks. The procedures and requirements of this Section 13 are not intended for applications for authorization to place, construct or modify any small wireless facility.

(c) **Applications for Preapproved Designs.** This Section 13(b) sets out the process and requirements to establish a new preapproved design for use in future applications for Small Cell Permits.

(1) **Application Form and Content.** The Director shall prepare, publish and maintain an application form for requests to establish a preapproved design. In addition to all other requirements specified by the Director, the application shall include (A) scaled conceptual plans and drawings; (B) photo simulations that depict the proposed preapproved design in typical locations within the City; and (C) an application fee adopted by City Council resolution, or if no preapproved design application fee has been adopted, then the applicant must submit a signed written statement that acknowledges that the applicant will be required to submit a deposit estimated by the Director to reimburse the City for its reasonable costs incurred in connection with the application within 10 business days after the City issues a written demand for reimbursement. Additional deposits shall be required if the deposit is inadequate and must be replenished. If the deposit exceeds the actual costs, the difference will be returned to the applicant.

(2) **Pre-Application Conferences.** The Director shall provide prospective applicants with the opportunity to schedule and attend a pre-application conference with City staff. The pre-application conference is intended to streamline the review process through informal discussion that includes, without limitation, any latent issues in connection with the proposed preapproved design, such as compliance with generally applicable rules for public health and safety; potential stealth or concealment issues or concerns (if applicable); coordination with other City departments and/or divisions responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The Director shall use reasonable efforts to provide the applicant with an

appointment within five working days after receiving a written request and any applicable fee or deposit to reimburse the City for its reasonable costs to provide the services rendered in the pre-application conference.

(3) **Submittal Appointments.** All applications must be submitted to the Director at a pre-scheduled appointment with the Department. The Director shall use reasonable efforts to provide the applicant with an appointment within five working days after the Department receives a written request. Any application received without an appointment, whether delivered in-person, by mail or through any other means, will not be considered duly filed.

(4) **Optional Mockup.** The Director, in the Director's discretion, may require an applicant for a preapproved design to erect a full-scale mockup to aid the City's review. The mockup may use actual or replica equipment to show all visible elements. The mockup shall be placed on City-owned property and maintained throughout the preapproval review process.

(d) **Approvals; Denials; Repeals.**

(1) **Required Findings to Establish a Preapproved Design.** An application for a preapproved design may not be approved unless the proposed preapproved design is found to be (i) in substantial conformance with the applicable design requirements in Section 12 and (ii) architecturally compatible with the areas in which the preapproved design would be available. If the findings may be made for some but not all areas within the City, the recommendation for approval may be limited to specific areas identified by the Director in its written findings.

(2) **Adoption.** The Director may administratively approve, revise or deny the application for a preapproved design. The Director shall provide such notice in writing to the applicant. The Director shall cause a public notice for any approval of a preapproved design to be posted at Pleasanton City Hall. The notice must generally describe the preapproved design, include a photograph or photo simulation, specify whether the preapproved design would be limited or restricted in any districts and contain a reference to the appeal procedure. Unless appealed pursuant to Section 10(e), the preapproved design shall become effective 15 days from the foregoing notice. A decision by the Director not to adopt a proposed preapproved design or the Director's failure to act on a request for a proposed preapproved design is not appealable.

(3) **Repeal.** The Director may repeal any preapproved design by written notice posted at Pleasanton City Hall. The repeal shall be immediately effective. The Director's repeal, refusal to repeal, or failure to act on a request to repeal a preapproved design is not appealable.

(e) **Nondiscrimination.** An established preapproved design may be used by any applicant, whether the applicant originally initiated the preapproval process or not.

The Director's decision to adopt a preapproved design expresses no preference or requirement that applicants use the specific vendor or manufacturer that fabricated the design depicted in the preapproved plans. Any other vendor or manufacturer that fabricates a small wireless facility to the standards and specifications in the preapproved design with like materials, finishes and overall quality shall be acceptable as a preapproved design.

(f) **Modified Findings for Approval.** For any complete Small Cell Permit application using a preapproved design, the approval authority shall presume that the proposed project complies with the findings required under Sections 10(b)(1), (3) and (4). No such presumption shall be applicable to the required findings under Sections 10(b)(2) and (5) through (9).

Section 14. STANDARD CONDITIONS FOR APPROVED PERMITS

(a) **Standard Conditions.** Except as may be authorized in Section 14(b), all Small Cell Permits issued under this policy or deemed granted or deemed approved by the operation of law shall be automatically subject to the conditions in this Section 14(a) and these conditions shall be deemed to be incorporated by reference into such Small Cell Permits. The conditions in this Section 14(a) shall apply individually to each wireless broadband project or small wireless facilities in a batch approved or deemed approved pursuant to California Government Code § 65964.3.

(1) **Permit Term.** This permit will automatically expire 10 years and one day from its issuance unless the City establishes a shorter term for public safety or substantial land use reasons pursuant to California Government Code § 65964(b). Any other permits or approvals issued in connection with any collocation, modification or other change to this small wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law. No change in ownership of the small wireless facility, the site or the subject property shall affect the permit term. This permit may not be transferred to another site or property.

(2) **Permit Renewal.** The permittee may apply for permit renewal not more than one year before this permit expires. The permittee must demonstrate that the subject small wireless facility has complied with all the conditions of approval associated with this permit and will comply with all applicable provisions in this policy and the Municipal Code that exist at the time the decision to renew or not renew is rendered. The Director may modify or amend the conditions on a case-by-case basis as may be necessary or appropriate to ensure compliance with this policy, the Municipal Code or other applicable laws. Upon renewal, this permit will automatically expire 10 years and one day from its issuance.

(3) **City's Standing Reserved.** The City's grant or grant by operation of law of a permit pursuant to this policy does not waive, and shall not be construed to waive, any standing by the City to challenge any (A) provision in federal or state law or any interpretation thereof or (B) permit issued pursuant to this policy.

(4) **Compliance with Approved Plans.** Before the permittee submits any applications to the building official required to commence construction in connection with this permit, the permittee must incorporate this permit, all conditions associated with this permit and any approved photo simulations into the project plans (the "**Approved Plans**"). The permittee must construct, install and operate the small wireless facility in strict compliance, as determined by the approval authority, with the Approved Plans. Any alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the small wireless facility, must be submitted in a written request subject to the Director's prior review and approval. After the Director receives a written request to approve an alteration, modification or other change to the Approved Plans, the Director may refer the request to the original approval authority if the Director finds that it substantially deviates from the Approved Plans or implicates a significant or substantial land-use concern.

(5) **CPUC GO-159A Certification.** Within 15 business days after the City's grant of this permit or any permit is deemed granted or deemed approved by the operation of law, the permittee shall serve copies of California Public Utility Commission notification letters required by CPUC General Order No. 159A to the City Clerk, Director and City Manager.

(6) **Build-Out Period.** This permit will automatically expire 12 months from the approval date or deemed granted or deemed approved date (the "**Build-Out Period**") unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved small wireless facility, which includes without limitation any permits or approvals required by any federal, state or local public agencies with jurisdiction over the subject property, support structure or the small wireless facility and/or its use. The permittee may request in writing, and the Director may grant in writing, one 12-month extension to the Build-Out Period if the permittee submits, at least 30 days prior to the automatic expiration date in this condition, substantial and reliable written evidence demonstrating justifiable cause for the 12-month extension submitted. If the Build-Out Period (and any extension) finally expires, this permit shall be automatically void but the permittee may resubmit a complete application, which includes without limitation all application fees, for the same or a substantially similar project.

(7) **Pre-Installation Requirements**. In addition to obtaining all other permits and approvals required to install, construct and/or operate the approved small wireless facility, which includes without limitation any permits or approvals

required by any federal, state or local public agencies with jurisdiction over the subject property, the small wireless facility or its use, the permittee shall, prior to commencement of any installation or construction, attend a pre-grading meeting with the Public Works Department regarding temporary Best Management Practices ("**BMPs**") pertaining to discharges from the construction site. Before the permittee can proceed with installation or construction of the approved small wireless facility, the Public Works Department must inspect and approve the permittee's installation of such temporary BMPs.

(8) **Post-Installation Certification.** Within 60 calendar days after the permittee commences full, unattended operations at the small wireless facility, the permittee shall provide the Director with documentation reasonably acceptable to the Director that the small wireless facility has been installed and/or constructed in strict compliance with the Approved Plans. Such documentation shall include without limitation electronic as-built drawings prepared by a California licensed civil engineer, GIS data and site photographs. In a written notice to the permittee, the Director may (but shall not have the obligation to) either certify that the small wireless facility complies with the Approved Plans or order the permittee to correct any noncompliance.

(9) **Site Maintenance.** The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences, hardscape and landscape features, in a neat, clean, safe and code compliant condition in accordance with the Approved Plans and all conditions in this permit. The permittee shall keep the site area free from all litter and debris at all times. The permittee shall regularly inspect the site to determine whether any maintenance is needed. The permittee shall perform any maintenance requested by the City for compliance with this condition within a reasonable time specified by the Director in a written notice to the permittee. Routine maintenance within residential zones shall be restricted to the City's normal construction work hours specified in the Municipal Code. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the small wireless facility within 24 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.

(10) **Landscape Features.** The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select plant and maintain replacement landscaping in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree or as otherwise approved by the City. The permittee shall, at all times, be responsible to maintain any replacement landscape features.

(11) **Underground Service Alert.** The permittee shall maintain and keep current its membership in the Underground Service Alert of Southern California ("**DigAlert**") throughout the term of any small cell permit granted under this Policy. Prior to any excavation performed in the streets, the permittee shall observe and perform all notice and other obligations required under applicable laws, which includes, without limitation, California Government Code §§ 4216 *et seq.*, as may be amended or superseded.

(12) **Compliance with Applicable Laws.** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("**Laws**") applicable to the permittee, the subject property, the small wireless facility or any use or activities in connection with the use authorized in this permit, which includes without limitation any Laws applicable to human exposure to RF emissions and any standards, specifications or other requirements identified by the Director (such as, without limitation, those requirements affixed to an encroachment permit). If the Director finds good cause to believe that the small wireless facility is not in compliance with any Laws applicable to human exposure to RF emissions, the Director may (A) require the permittee to submit a written report certified by a qualified radio frequency engineer familiar with the small wireless facility that certifies that the small wireless facility is in compliance with all such Laws; or (B) require that a field test to measure the RF exposure levels be conducted by an independent consultant. Any field measurement tests conducted by the City or its independent consultant shall be at random times without prior notice to the permittee or site operator. The Director shall require an onsite compliance test in situations where applicable Laws would authorize the City to require such testing at the permittee's expense. The Director may order the small wireless facility to be immediately powered down if, based on objective evidence, the Director finds that the small wireless facility is in fact not in compliance with any Laws applicable, including, without limitation, Laws applicable to human exposure to RF emissions, until such time that the permittee demonstrates actual compliance with such Laws. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all Laws. No failure or omission by the City to timely notice, prompt or promptly enforce compliance with any applicable provision in this policy, the Municipal Code, any permit, any permit condition or any applicable Laws shall be deemed to relieve, waive or lessen the permittee's obligation to comply in all respects with all applicable provisions in this policy, the Municipal Code, any permit, any permit condition or any applicable Laws.

(13) **Adverse Impacts on Other Properties.** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification,

maintenance, repair, removal and/or other activities on or about the site and/or small wireless facility. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during the City's normal construction work hours authorized by the Municipal Code or as may be specified in other permits authorizing such work. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare an emergency within the City. The Director may issue a stop work order for any activities that violates this condition in whole or in part. If the Director finds good cause to believe that ambient noise from a small wireless facility or related equipment violates applicable provisions in this policy or the Municipal Code, the Director, in addition to any other actions or remedies authorized by the permit, this policy, the Municipal Code or other applicable Laws, may require the permittee to commission a noise study by a qualified professional to evaluate the small wireless facility's compliance. The permittee shall, at its sole cost and expense, repair and restore any and all damages to public and private properties that result from any activities performed in connection with the installation or maintenance of a small wireless facility. The permittee shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. If the permittee fails to complete such repair within the number of days stated on a written notice by the Director, the City may (but shall not have the obligation to) cause such repair to be completed at permittee's sole cost and expense.

(14) **Annual Affirmation of Radio Frequency Standards Compliance.** On or before January 30th in each calendar year, the permittee acknowledges and agrees that the permittee shall submit: (A) an affirmation, signed by an RF engineer familiar with the then-current equipment deployed and operated at the small wireless facility under penalty of perjury, that the installation is operated in compliance with 47 U.S.C. § 324; (B) an affirmation, signed by an RF engineer familiar with the then-current equipment deployed and operated at the small wireless facility under penalty of perjury, that the installation complies with all applicable FCC rules and regulations for human exposure to RF emissions and will not cause members of the general public to be exposed to RF levels that exceed the maximum permission exposure levels deemed safe by the FCC; and (C) a copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the small wireless facility. All radio frequency emissions on all frequency bands must be shown on the Appendix A form(s). All radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."

(15) **Interference with City Communications Systems.** The permittee shall not permit the small wireless facility authorized under this permit to interfere with any City communication systems. In the event that the small wireless facility is causing interference with any City communication systems, the Director may order the small wireless facility to be shut down and powered off until such time as the immediate interference has been mitigated at the permittee's sole cost and expense. If, after a good faith effort is made to notify the permittee without success, the City may shut down the facility. Any costs incurred by the City shall be at the permittee's sole cost and expense.

(16) **Inspections; Emergencies.** The City's officers, officials, staff, agents, contractors or other designees may enter onto the site and inspect the small wireless facility and related equipment and/or improvements upon reasonable prior notice to the permittee. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff, agents, contractors or other designees while any such inspection or emergency access occurs.

(17) **Safety Hazard Protocol.** If the Fire Safety Authority finds good cause to believe that the small wireless facility presents an immediate fire risk, electrical hazard or other threat to public health and safety in violation of any applicable Laws, the Fire Safety Authority may order the small wireless facility to be shut down and powered off until such time as the immediate threat has been mitigated, after a good faith effort is made to notify the permittee, if feasible. Any mitigations required shall be at the permittee's sole cost and expense.

(18) **Abandonment.** The permittee shall notify the Director when the permittee intends to abandon or decommission the small wireless facility authorized under this permit. In addition, the small wireless facility authorized under this permit shall be deemed abandoned if the small wireless facility has not operated for any continuous six-month period and the permittee fails to resume operations within 90 days from a written notice from the Director. Within 90 days after a small wireless facility is abandoned or deemed abandoned, the permittee, property owner and/or structure owner shall completely remove the wireless facility and all related improvements and shall restore all affected areas to a condition compliant with all applicable Laws, which includes without limitation this policy and the Municipal Code. The permittee, property owner and/or structure owner may request an extension up to 180 days to complete restoration after the small wireless facility is abandoned or deemed abandoned, which the Director may grant if the permittee, property owner or structure owner presents evidence of good cause for the extension. If neither the permittee, the

property owner nor the structure owner complies with the removal and restoration obligations under this condition within the required period, the City shall have the right (but not the obligation) to perform such removal and restoration with or without notice, and the permittee, property owner and structure owner shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities.

(19) **Permittee's Contact Information.** Prior to final inspection and at all times relevant to this permit, the permittee shall keep on file with the Director basic contact and site information. This information shall include, but is not limited to, the following:

(A) the name, physical address, notice address (if different from physical address), direct telephone number and email address for (i) the permittee and, if different from the permittee, the (ii) property owner, (iii) structure owner, (iv) site operator, (v) equipment owner, (vi) site manager and (vii) agent for service of process;

(B) the regulatory authorizations held by the permittee and, to the extent applicable, property owner, structure owner, site operator, equipment owner and site manager as may be necessary for the small wireless facility's continued operation;

(C) the small wireless facility's site identification number and/or name used by the permittee and, to the extent applicable, property owner, structure owner, site operator, equipment owner and site manager; and

(D) a toll-free telephone number to the small wireless facility's network operations center where a live person with power-down control over the small wireless facility is available 24 hours-per-day, seven days-per-week.

If the entity for the permittee, property owner, structure owner, site operator, equipment owner, site manager, or agent for service of process changes, the permittee shall furnish the City with updated information within 10 business days.

Additionally, the permittee must update the signage at the small wireless facility to accurately identify the equipment owner/operator, the owner/operator's site name or identification number and the 24 hours-per-day, seven day-per-week, toll-free telephone number to the owner/operator's network operations center whenever such information about the same changes

(20) **Indemnification.** The permittee and, if applicable, the owners of the property and the structure upon which the small wireless facility is installed (other than the City), shall defend, indemnify and hold harmless the City, its officers,

officials, employees and volunteers (collectively, the "**City Indemnitees**") from any and all (A) damages, liabilities, injuries, losses, costs and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("**Claims**") brought against the City or any City Indemnitees to challenge, attack, seek to modify, set aside, void or annul this permit, the City's approval of this permit or the grant of this permit by the operation of law, and (B) other Claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees' or customers' acts or omissions in connection with this permit, the City's approval of this permit, the grant of this permit by the operation of law or the small wireless facility. If the City becomes aware of any Claims, the City will use best efforts to promptly notify the permittee and the owners of the property and the structure (if applicable) and shall reasonably cooperate in the defense. The permittee, property owner and structure owner expressly acknowledge and agree that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the permittee, property owner and/or structure owner shall promptly reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee, property owner and structure owner expressly acknowledge and agree that the permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this permit, and that such indemnification obligations will survive the expiration, revocation or other termination of this permit.

(21) **Insurance.**

(A) **Policies and Limits.** The permittee shall obtain and maintain insurance policies as follows:

(i) **Commercial General Liability Insurance.** Insurance Services Office Form CG 00 01 covering Commercial General Liability ("CGL") on an "occurrence" basis, with limits not less than $2,000,000 per occurrence or $4,000,000 in the aggregate. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. CGL insurance must include coverage for the following: Bodily Injury and Property Damage; Personal Injury/Advertising Injury; Premises/Operations Liability; Products/Completed Operations Liability; Aggregate Limits that Apply per Project; Explosion, Collapse and Underground ("UCX") exclusion deleted; Contractual Liability with respect to the permit; Broad Form Property Damage; and Independent Consultants Coverage. The policy shall contain no endorsements or provisions limiting coverage for (i) contractual liability; (ii) cross liability exclusion for claims or suits by one insured against another; (iii) products/completed operations liability; or (iv) contain any other exclusion contrary to the conditions in this permit.

(ii) **Automotive Insurance.** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if permittee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) **Workers' Compensation Insurance.** The permittee shall certify that it is aware of the provisions of California Labor Code § 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and further certifies that the permittee will comply with such provisions before commencing work under this permit. To the extent the permittee has employees at any time during the term of this permit, at all times during the performance of the work under this permit the permittee shall maintain insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(iv) **Professional Liability Insurance.** The permittee shall maintain Professional Liability (Errors and Omissions) Insurance appropriate to the permittee's profession, with limit no less than $1,000,000 per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this permit and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the permittee. "Covered Professional Services" as designed in the policy must specifically include work performed under this permit.

(B) **Claims-Made Policies.** If the permittee maintains any required insurance under a claims-made form, the permittee shall maintain such coverage continuously throughout the permit term and, without lapse, for at least three years after the permit term expires so that any claims that arise after the expiration in connection with events that occurred during the permit term are covered by such claims-made policies.

(C) **Umbrella or Excess Liability Policies.** If an umbrella or excess liability insurance policy is used to satisfy the minimum requirements for CGL or automotive insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf," with defense costs payable in addition to policy limits. Permittee shall provide a "follow form" endorsement or schedule of underlying coverage satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

(D) **Additional Insured; Separation of Insureds.** The relevant CGL and automotive insurance policies shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees as additional insureds. The required insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to the City, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees.

(E) **Primary Insurance; Waiver of Subrogation.** The required insurance shall be primary with respect to any insurance programs covering the City, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees. All policies for the required CGL, automotive and workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against the City in connection with any damage or harm covered by such policies

(F) **Term; Cancellation Notice.** The permittee shall maintain the required insurance throughout the permit term and shall replace any certificate, policy, or endorsement which will expire prior to that date. The permittee shall use its best efforts to provide 30 calendar days' prior written notice to the City of the cancellation or material modification of any applicable insurance policy; provided, however, that in no event shall the permittee fail to provide written notice to the City within 10 calendar days after the cancellation or material modification of any applicable insurance policy. The permittee shall promptly take action to prevent cancellation or suspension, reinstate cancelled coverage or obtain coverage from a different qualified insurer.

(G) **Certificates.** Before the City issues any permit, the permittee shall deliver to the Director insurance certificates and endorsements, in a form satisfactory to the Director, that evidence all the coverage required above. In addition, the permittee shall promptly deliver complete copies of all insurance policies and endorsements upon a written request by the Director.

(H) **Insurer Rating.** Unless approved in writing by the City, all required insurance shall be placed with insurers authorized to do business in the State of California and with a current A.M. Best rating of at least A-:VIII.

(22) **Removal Bond.** Before the building official or department issues any permits required to commence construction, installation or other work in connection with this permit, the permittee shall post a bond issued by a surety and in a form acceptable to the City Attorney and the Director in an amount reasonably

necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities or other infrastructure removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings and foundations, whether above ground or below ground, constructed or installed in connection with the small wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable Laws. The bond shall be valid for at least 10 years or the term of this permit (whichever is greater). In establishing or adjusting the bond amount required under this condition, the Director shall take into consideration any information provided by the permittee regarding the cost to remove the small wireless facility to a standard compliant with applicable Laws. The bond shall expressly survive the duration of the permit term to the extent required to effectuate a complete removal of the subject small wireless facility in accordance with this condition. If at any time after construction the Director finds good cause to believe that the bond required in this condition no longer adequately covers the removal and restoration costs, the Director may require by written notice that the permittee provide an updated estimate and increase the bond amount to cover any increased costs.

(23) **Record Retention.** Throughout the permit term, the permittee must maintain a complete and accurate copy of the written administrative record, which includes without limitation the permit application, permit, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval, any ministerial permits or approvals issued in connection with this approval and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the permit (collectively, "**Records**"). If the permittee does not maintain such Records as required in this condition, any ambiguities or uncertainties that would be resolved by inspecting the missing Records will be construed against the permittee. The permittee shall protect all Records from damage from fires, floods and other hazards that may cause deterioration. The permittee may keep Records in an electronic format; provided, however, that hard copies or electronic Records kept in the City's regular files will control over any conflicts between such City-controlled copies or Records and the permittee's electronic copies, and complete originals will control over all other copies in any form. The requirements in this condition shall not be construed to create any obligation for the City to create or prepare any Records not otherwise required to be created or prepared by other applicable Laws. Compliance with the requirements in this condition shall not excuse the permittee from any other similar record-retention obligations under applicable Laws.

(24) **Permit Revocation.** Any permit granted under this policy or deemed granted or deemed approved by the operation of law may be revoked in accordance with the provisions and procedures in this condition. In addition to other remedies the City may have, the Director may initiate revocation proceedings when the Director has information that the small wireless facility may not be in compliance with all applicable Laws, which includes without limitation, any permit in connection with the small wireless facility and any associated conditions with such permit(s). A permit granted under this policy or deemed granted or deemed approved by the operation of law may be revoked only by the City Council after a duly notice public hearing and opportunity to cure. Before any public hearing to revoke a permit granted under this policy or deemed granted or deemed approved by the operation of law, the Director must issue a written notice to the permittee that specifies (A) the small wireless facility; (B) the violation(s) to be corrected; (C) the timeframe in which the permittee must correct such violation(s); and (D) that, in addition to all other rights and remedies the City may pursue, the City may initiate revocation proceedings for failure to correct such violation(s). The City Council may revoke a permit when it finds substantial evidence in the written record to show that the small wireless facility is not in compliance with any applicable Laws, which includes without limitation, any permit in connection with the small wireless facility and any associated conditions with such permit(s). Any decision by the City Council to revoke or not revoke a permit shall be final and not subject to any further appeals. Within five business days after the City Council adopts a resolution to revoke a permit, the Director shall provide the permittee with a written notice that specifies the revocation and the reasons for such revocation.

(25) **Cost Reimbursement.** The permittee acknowledges and agrees that (A) the permittee's request for authorization to construct, install and/or operate the small wireless facility will cause the City to incur costs and expenses; (B) the permittee shall be responsible to reimburse the City for all actual and reasonable costs incurred in connection with the permit, which includes without limitation costs related to application review, permit issuance, site inspection and any other costs reasonably related to or caused by the request for authorization to construct, install and/or operate the small wireless facility; (C) any application fees required for the application may not cover all such reimbursable costs and that the permittee shall have the obligation to reimburse the City for all such costs within 10 business days after a written demand for reimbursement and reasonable documentation to support such costs; and (D) the City shall have the right to withhold any permits or other approvals in connection with the small wireless facility until and unless any outstanding costs have been reimbursed to the City by the permittee.

(26) **Future Undergrounding Programs.** Notwithstanding any term remaining on any permit, if other utilities or communications providers in the public rights-of-way underground their facilities in the segment of the public rights-of-way where the permittee's small wireless facility is located, the permittee must also

underground its equipment, except the antennas and any approved electric meter or related electric-service equipment required by the electric service provider to remain above ground, at approximately the same time. Accessory equipment, such as radios and computers that require an environmentally controlled underground vault to function, shall not be exempt from this condition; provided, however, that the Director may approve an alternative stealth/concealment plan for such equipment that complies with the City's then current design regulations. Such undergrounding shall occur at the permittee's sole cost and expense except as may be reimbursed through tariffs approved by the state public utilities commission for undergrounding costs.

(27) **Electric Meter Upgrades.** If the small wireless facility includes a separate or ground-mounted electric meter pedestal and the commercial electric utility provider adopts or changes its rules obviating the need for a separate or ground-mounted electric meter and enclosure, the permittee, on its own initiative and at its sole cost and expense, shall remove the separate or ground-mounted electric meter and enclosure. Prior to removing the electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

(28) **Rearrangement and Relocation.** The permittee acknowledges that the City, in its sole discretion and at any time, may: (A) change any street grade, width or location; (B) add, remove or otherwise change any improvements in, on, under or along any street owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunications; and/or (C) perform any other work deemed necessary, useful or desirable by the City (collectively, "**City Work**"). The City reserves the rights to do any and all City Work without any admission on its part that the City would not have such rights without the express reservation in this permit. If the Director determines that any City Work will require the permittee's small wireless facility located in the public rights-of-way to be rearranged and/or relocated, the permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the permittee fails or refuses to either permanently or temporarily rearrange and/or relocate the permittee's small wireless facility within a reasonable time after the Director's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at the permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate the permittee's small wireless facility without prior notice to permittee when the Director determines that City Work is immediately necessary to protect public health or safety. The permittee shall reimburse the City for all costs and expenses in connection with such work within 10 business days after a written

demand for reimbursement and reasonable documentation to support such costs.

(29) **Truthful and Accurate Statements.** The permittee acknowledges that the City's approval relies on the written and/or oral statements by permittee and/or persons authorized to act on permittee's behalf. In any matter before the City in connection with this permit or the small wireless facility, neither the permittee nor any person authorized to act on permittee's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

(30) **Successors and Assigns.** The conditions, covenants, promises and terms contained in this permit will bind and inure to the benefit of the City and permittee and their respective successors and assigns.

(31) **Severable Conditions.** If any provision in these conditions or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (A) such provision or its application to such person, entity or circumstance will be deemed severed from this permit; (B) all other provisions in this permit or their application to any person, entity or circumstance will not be affected; and (C) all other provisions in this permit or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by law.

(b) **Modified Conditions.** The approval authority (or appellate authority) may modify, add or remove conditions to any Small Cell Permit on a case-by-case basis as the approval authority (or appellate authority) deems necessary or appropriate to: (1) protect and/or promote the public health, safety and welfare; (2) tailor the standard conditions in subsection (a) to the particular facts and circumstances associated with the deployment; and/or (3) memorialize any changes to the proposed deployment needed for compliance with this policy, the Municipal Code, generally applicable health and safety requirements and/or any other applicable Laws.

Section 15. SPECIAL EXCEPTIONS FOR FEDERAL OR STATE PREEMPTION

(a) **Preface.** The provisions in this Section 15 establish a procedure by which the City may grant an exception to the standards in this policy but only to the extent necessary to avoid conflict with applicable federal or state law. When the applicant requests an exception, the approval authority shall consider the findings in Section 15(b) in addition to the findings required under Section 10(b). Each exception is specific to the facts and circumstances in connection with each application. An exception granted in one instance shall not be deemed to create a presumption or expectation that an exception will be granted in any other instance.

(b) **Required Findings.** The approval authority shall not grant any limited exception pursuant to this Section 15 unless the approval authority finds all the following:

(1) the applicant has provided the approval authority with a reasonable and clearly defined technical service objective to be achieved by the proposed small wireless facility;

(2) the applicant has provided the approval authority with a detailed written statement that explains why: (A) a denial based on the application's noncompliance with a specific provision or requirement would violate federal law, state law or both; or (B) a provision in this policy, as applied to the applicant, would violate any rights or privileges conferred on the applicant by federal or state law;

(3) the applicant has provided the approval authority with a written statement that contains a detailed and fact-specific explanation as to why the proposed small wireless facility cannot be deployed in compliance with the applicable provisions in this policy, the Municipal Code, the general plan and/or any specific plan;

(4) the applicant has provided the approval authority with a meaningful comparative analysis with the factual reasons why all alternative locations and/or designs identified in the administrative record (whether suggested by the applicant, the City, public comments or any other source) are not technically feasible or potentially available to reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed small wireless facility;

(5) the applicant has demonstrated that the proposed location and design is the least non-compliant configuration that will reasonably achieve the applicant's reasonable and clearly defined technical service objective to be achieved by the proposed small wireless facility, which includes without limitation a meaningful comparative analysis into multiple smaller or less intrusive facilities dispersed throughout the intended service area;

(6) the exception requested by the applicant does not compromise or excuse compliance with any fire safety or other public safety standard; and

(7) the exception is narrowly tailored such that any deviation from this policy is only to extent necessary for compliance with federal or state law.

(c) **Evidentiary Standard.** The applicant shall have the burden to prove to the approval authority that an exception should be granted pursuant to this Section 15. The standard of evidence shall be the same as required by applicable federal or state law for the issue raised in the applicant's request for an exception.

(d) **Expert Review.** Independent expert and/or consultant review, including legal review, will generally be appropriate when considering an exception request, which shall be at the applicant's cost in the same manner as described in Section 8.

Section 16. VIOLATIONS

Any use or condition caused or permitted to exist in violation of any provision of this policy shall be and hereby is declared a public nuisance and may be subject to: (a) injunctive relief as set forth in Municipal Code Chapter 1.16 (Injunctive Relief); (b) administrative citations as set forth in Municipal Code Chapter 1.24 (Administrative Citations); (c) administrative remedies as set forth in Municipal Code Chapter 1.28 (Administrative Remedies); (d) abatement pursuant to Municipal Code Chapter 9.28 (Property Maintenance); and (e) any and all applicable processes and procedures pursuant to the Municipal Code, including but not limited to Chapter 18.140 (Penalties), California Code of Civil Procedure § 731, or any other remedy available to the City.

CITY OF PLEASANTON	**POLICY NO. [*RESERVED*]**
	Adopted: April 21, 2026
GENERAL SUBJECT: COLLOCATIONS AND MODIFICATIONS TO EXISTING WIRELESS FACILITIES SUBMITTED AS ELIGIBLE FACILITIES REQUESTS	

TABLE OF CONTENTS

SECTION 1. INTRODUCTION AND BACKGROUND 2
SECTION 2. PURPOSE AND INTENT 3
SECTION 3. DEFINITIONS 3
SECTION 4. APPLICABILITY 9
SECTION 5. REQUIRED PERMITS AND APPROVALS 9
SECTION 6. ADMINISTRATIVE ORDERS AND REGULATIONS 10
SECTION 7. PERMIT APPLICATIONS 10
SECTION 8. PEER AND INDEPENDENT CONSULTANT REVIEW 12
SECTION 9. APPROVALS; DENIALS; APPEALS 13
SECTION 10. STANDARD CONDITIONS FOR APPROVED PERMITS 14

Section 1. INTRODUCTION AND BACKGROUND

On February 22, 2012, Congress adopted Section 6409 of the Middle Class Tax Relief and Job Creation Act. This statute generally requires that state and local governments "may not deny, and shall approve" certain additions and modifications to existing wireless facilities that do not substantially change existing facility's physical dimensions.[1] Applications covered by this statute are deemed "eligible facilities requests."[2]

On October 21, 2014, the Federal Communications Commission adopted detailed regulations to interpret and implement Section 6409.[3] The FCC regulations define statutory terms, prohibit certain application requirements, limit application review periods and deem applications automatically granted when the state or local government fails to act within the applicable timeframe. In 2015, the United States Court of Appeals for the Fourth Circuit upheld the FCC's regulations against a legal challenge by local governments.[4]

On June 10, 2020, the FCC adopted additional regulations purporting to clarify its rules to interpret and implement Section 6409.[5] These additional regulations specified what steps an applicant must take for the shot clock to commence, modified what constitutes a substantial change to a wireless facility and clarified the circumstances under which an environmental assessment is not required. On November 3, 2020, the FCC adopted further regulations that defined wireless facility site boundaries and allowed certain additional excavation and deployment of transmission equipment beyond existing site boundaries.[6]

In 2024, the United States Court of Appeals for the Ninth Circuit overturned the FCC's interpretation of the term "conceal" and limited the FCC's attempt to restrict enforcement of pre-existing permitting conditions, but otherwise upheld the FCC's interpretations that required express evidence to enforce a pre-existing permitting conditions within the Section 6409 process, gave localities less discretion as to when the Section 6409 shot clock begins, imposed no total cumulative limit on the number of additional cabinets attached to poles, and permitted greater height increases than FCC rules previously allowed.[7]

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[1] *See* Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a).
[2] 47 U.S.C. § 1455(a)(2).
[3] *See In re Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, WT Docket No. 13-238, Report and Order, 30 FCC Rcd. 31 (Oct. 21, 2014); 47 C.F.R. §§ 1.6100 *et seq.*
[4] *See Montgomery Cty. v. FCC*, 811 F.3d 121 (4th Cir, 2015).
[5] *See In re Implementation of State and Local Governments' Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250, RM-11849, Declaratory Ruling and Notice of Proposed Rulemaking, 35 FCC Rcd. 5977 (Jun. 10, 2020).
[6] *See In re Implementation of State and Local Governments' Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012*, WT Docket No. 19-250, RM-11849 (Nov. 3, 2020); 47 C.F.R. §§ 1.6100 *et seq.*
[7] *League of California Cities v. FCC*, 118 F.4th 995 (9th Cir. 2024).

On April 21, 2026, and pursuant to Section 18.110.050 of the Municipal Code, the City Council adopted this policy to conform the City's permit process for eligible facilities requests to federal standards in Section 6409 and the FCC's regulations.

Section 2. PURPOSE AND INTENT

(a) The City intends this policy to establish reasonable, uniform and comprehensive standards and procedures for eligible facilities requests proposed within the City's territorial and jurisdictional boundaries, consistent with and to the extent permitted under federal and California state law.

(b) The standards and procedures contained in this policy are intended to, and should be applied, consistent with federal and state law, to protect and promote public health, safety and welfare, and balance the benefits that flow from robust, advanced wireless services with the City's local values, which include without limitation the aesthetic character of the City, its neighborhoods and community.

(c) This policy is also intended to reflect and promote the community interest by: (1) ensuring that an appropriate balance between public and private interests are maintained; (2) protecting the City's visual character and property values from potential adverse impacts or visual blight created or exacerbated by wireless facilities and related communications infrastructure; (3) protecting and preserving the City's environmental resources; (4) protecting the City's residential neighborhoods and other family-oriented environments; and (5) ensuring appropriate placement of high-quality, advanced wireless services for the City's residents, businesses and visitors.

(d) This policy is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally equivalent personal wireless services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; or (6) otherwise authorize the City to violate any applicable federal or California state law.

Section 3. DEFINITIONS

The abbreviation, phrases, terms and words used in this policy will have the following meanings assigned to them unless context indicates otherwise. Undefined phrases, terms

or words in this section will have the meanings assigned to them in 1 U.S.C. § 1, as may be amended or superseded, and, if not defined therein, will have their ordinary meanings.

The definitions in this policy shall control over conflicting definitions for the same or similar abbreviations, phrases, terms or words as may be defined in the Municipal Code. However, if any definition assigned to any phrase, term or word in this chapter conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control. All references to codified statutes, regulations or other rules shall be deemed to refer to such statutes, regulations or other rules as they may be amended or superseded.

(a) "**appellate authority" means** the City official or appointed/elected body responsible for review of approval authority decisions and vested with authority to consider and decide appeals. For appeals from the approval authority, the appellate authority shall be the City Manager or their designee.

(b) "**approval authority**" means the City official or appointed/elected body responsible for application review and vested with the authority to approve, conditionally approve or deny such applications as provided in this policy. The approval authority for applications in connection with eligible facilities requests shall be the Director or their designee.

(c) "**base station**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(1), which defines that term as follows:

> A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in 47 C.F.R. § 1.6100(b)(9) or any equipment associated with a tower.
>
> (i) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
>
> (ii) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-cell networks).
>
> (iii) The term includes any structure other than a tower that, at the time the relevant application is filed with the State or local government under this section, supports or houses equipment described in 47 C.F.R. § 1.6100(b)(1)(i) through (ii) of 47 C.F.R. § 1.6100 that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

(iv) The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section, does not support or house equipment described in 47 C.F.R. § 1.6100(b)(1)(i)–(ii) of 47 C.F.R. § 1.6100.

Note: As an illustration and not a limitation, the FCC's definition refers to any structure that actually supports wireless equipment even though it was not originally intended for that purpose. Examples include, but are not limited to, wireless facilities mounted on buildings, utility poles and transmission towers, light standards or traffic signals. A structure without wireless equipment replaced with a new structure designed to bear the additional weight from wireless equipment constitutes a base station.

(d) "**City**" means the City of Pleasanton, California.

(e) "**City Council**" means the City Council of the City of Pleasanton, California.

(f) "**City Manager**" means the City Manager of the City of Pleasanton, California or the City Manager's designee.

(g) "**collocation**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(2), which defines that term as "[t]he mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes." As an illustration and not a limitation, the FCC's definition effectively means "to add" and does not necessarily refer to more than one wireless facility installed at a single site.

(h) "**CPUC**" means the California Public Utilities Commission established in the California Constitution, Article XII, § 5, or its duly appointed successor agency.

(i) "**Department**" means the City of Pleasanton Community and Economic Development Department.

(j) "**Director**" means the City of Pleasanton Community and Economic Development Department Director or the Community and Economic Development Department Director's designee.

(k) "**EFR Approval**" means the permit approval required by the City of Pleasanton Community and Economic Development Department in connection with an eligible facilities request subject to this policy.

(l) "**eligible facilities request**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(3), which defines that term as "[a]ny request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) [c]ollocation of new

transmission equipment; (ii) [r]emoval of transmission equipment; or (iii) [r]eplacement of transmission equipment."

(m) "**eligible support structure**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(4), which defines that term as "[a]ny tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the State or local government under this section."

(n) "**existing**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(4), which provides that "[a] constructed tower or base station is existing for purposes of the FCC's Section 6409(a) regulations if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition."

(o) "**FCC**" means the "Federal Communications Commission", as constituted by the Communications Act of 1934, Pub. L: 73-416, 48 Stat. 1064, codified as 47 U.S.C. §§ 151 *et seq.* or its duly appointed successor agency.

(p) "**Fire Safety Authority**" means the Livermore-Pleasanton Fire Department or their designee.

(q) "**ministerial permit**" means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City's jurisdiction. Ministerial permits may include, without limitation, any building permit, construction permit, electrical permit, excavation permit, traffic control permit, encroachment permit and/or any similar over-the-counter approval issued by the City's departments.

(r) "**Municipal Code**" means the City of Pleasanton Municipal Code.

(s) "**personal wireless services**" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.

(t) "**personal wireless service facilities**" means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), which defines the term as facilities that provide personal wireless services.

(u) "**RF**" means radio frequency.

(v) "**Section 6409**" means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a).

(w) "**shot clock**" means the presumptively reasonable time defined by the FCC, or time specified under state law, if applicable, in which a state or local government must act on an application or request for authorization to place, construct or modify personal wireless service facilities.

(x) "**site**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(6), which provides that "[f]or towers other than towers in the public rights-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures, further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground. The current boundaries of a site are the boundaries that existed as of the date that the original support structure or a modification to that structure was last reviewed and approved by a State or local government, if the approval of the modification occurred prior to the Spectrum Act or otherwise outside of the Section 6409(a) process."

(y) "**substantial change**" or "**substantially change**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(7), which defines that term differently based on the particular facility type and location. For clarity, the definition in this policy organizes the FCC's criteria and thresholds for a substantial change according to the facility type and location.

(1) For towers outside the public rights-of-way, a substantial change occurs when:

(A) the proposed collocation or modification increases the overall height more than 10% or the height of one additional antenna array with separation from the nearest antenna not to exceed 20 feet (whichever is greater); or

(B) the proposed collocation or modification increases the width more than 20 feet from the edge of the wireless tower or the width of the wireless tower at the level of the appurtenance (whichever is greater); or

(C) the proposed collocation or modification involves the installation of more than the standard number of equipment cabinets for the technology involved, not to exceed four; or

(D) the proposed collocation or modification involves excavation or deployment outside the current boundaries of the leased or owned property surrounding the wireless tower by more than 30 feet in any direction. The site boundary from which the 30 feet is measured excludes any access or utility easements currently related to the site.

(2) For towers in the public rights-of-way and for all base stations, a substantial change occurs when:

(A) the proposed collocation or modification increases the overall height more than 10% or 10 feet (whichever is greater); or

(B) the proposed collocation or modification increases the width more than 6 feet from the edge of the wireless tower or base station; or

(C) the proposed collocation or modification involves the installation of any new equipment cabinets on the ground when there are no existing ground-mounted equipment cabinets; or

(D) the proposed collocation or modification involves the installation of any new ground-mounted equipment cabinets that are ten percent (10%) larger in height or volume than any existing ground-mounted equipment cabinets; or

(E) the proposed collocation or modification involves excavation or deployment outside the area in proximity to the structure and other transmission equipment already deployed on the ground.

(3) In addition, for all towers and base stations wherever located, a substantial change occurs when:

(A) the proposed collocation or modification would defeat the existing concealment elements of the support structure as determined by the Director; or

(B) the proposed collocation or modification violates a prior condition of approval, provided however that the collocation need not comply with any prior condition of approval related to height, width, equipment cabinets or excavation that is inconsistent with the thresholds for a substantial change described in this section.

Note: The thresholds for a substantial change outlined above are disjunctive. The failure to meet any one or more of the applicable thresholds means that a substantial change would occur. The thresholds for height increases are cumulative limits. For sites with horizontally separated deployments, the cumulative limit is measured from the originally-permitted support structure without regard to any increases in size due to wireless equipment not included in the original design. For sites with vertically separated deployments, the cumulative limit is measured from the permitted site dimensions as they existed on February 22, 2012—the date that Congress passed Section 6409(a).

(z) "**tower**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(9), which defines that term as "[a]ny structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services,

as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site." Examples include, but are not limited to, monopoles (*i.e.*, a bare, unconcealed pole solely intended to support wireless transmission equipment), mono-trees and lattice towers.

(aa) "**transmission equipment**" means the same as defined by the FCC in 47 C.F.R. § 1.6100(b)(8), which defines that term as "[e]quipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul."

(bb) "**wireless**" means any FCC-licensed or authorized wireless communication service transmitted over frequencies in the electromagnetic spectrum.

Section 4. APPLICABILITY

This policy applies to all requests for the City's regulatory authorization to collocate, replace or remove transmission equipment at an existing wireless tower or base station, within the City's territorial or jurisdictional limits, whether on private property or in the public rights-of-way, submitted for approval pursuant to Section 6409.

Section 5. REQUIRED PERMITS AND APPROVALS

(a) **EFR Approval.** No person or entity may collocate, replace or remove transmission equipment at or in connection with an existing wireless tower or base station without an EFR Approval issued by the approval authority pursuant to this policy. The purpose of an EFR Approval is to confirm that a proposed collocation or other modification meets the criteria for mandatory approval under applicable federal regulations. Each EFR Approval shall be deemed to be an amendment to the underlying permit that authorizes the existing wireless tower or base station to be modified.

(b) **Other Permits and Regulatory Approvals.** In addition to an EFR Approval required under this policy, the applicant must obtain all other permits and regulatory approvals as may be required by any other federal, state, regional or local government agencies, which includes without limitation any permits and/or approvals issued by other City departments or divisions such as encroachment permits for work or facilities in the public right-of-way, before any person or entity collocates, replaces or removes transmission equipment at or in connection with the existing wireless tower or base station. Any application for any for ministerial permits submitted in connection with a proposed EFR Approval must contain a valid EFR Approval issued by the City for the proposed wireless facility. Any application for any ministerial permits submitted without such EFR Approval may

be denied without prejudice. Any EFR Approval granted under this policy or deemed granted or deemed approved by the operation of law shall remain subject to any and all lawful conditions and/or legal requirements associated with such other permits or approvals.

Section 6. Administrative Orders and Regulations

In addition to the requirements in this policy, the Director may adopt such orders or regulations as the Director deems necessary or appropriate to protect and maintain public health, safety, welfare and convenience. The Director is also authorized to establish other reasonable rules and regulations for duly filed applications, which may include without limitation regular hours for submittal appointments with applicants, as the Director deems necessary or appropriate to organize, document and manage the application intake process. All such requirements, materials, rules and regulations must be in written form and publicly stated.

Section 7. Permit Applications

(a) **Application Required.** The approval authority shall not approve any EFR Approval application except upon a complete and duly filed application consistent with this section and any other written rules or requirements the City or the Director may establish from time to time in any publicly-stated format.

(b) **Application Fee/Deposit.** The applicant shall submit the applicable EFR Approval permit application fee, application review deposit, or combination application fee and review deposit adopted by City Council resolution at the time of application. If no EFR Approval application fee, application review deposit, or combination application fee and review deposit has been adopted at the time of application, then the applicant must submit a signed written statement that acknowledges that the applicant will be required to submit a deposit estimated by the Director to reimburse the City for its reasonable costs incurred in connection with the application within 10 business days after the City issues a written demand for reimbursement. Additional deposits shall be required if the deposit is inadequate and must be replenished. If the deposit exceeds the actual costs, the difference will be returned to the applicant following final inspection in event of an approval, withdrawal of the application, or the conclusion of any appeals or expiration of any appeal periods, whichever occurs later, in event of a denial.

(c) **Application Content.** All applications for an EFR Approval must include all the information and materials required by the Director for the application. The Director is authorized to develop, publish and from time to time update or amend permit application requirements, forms, checklists, guidelines, informational handouts and other related materials that the Director finds necessary, appropriate or useful for processing any application governed under this policy. All such requirements must be in written form and publicly stated and available. Notwithstanding anything in this policy to the contrary, all applications shall, at a minimum, require the

applicant to demonstrate that the proposed project will be in planned compliance with all applicable health and safety laws, regulations or other rules, which include without limitation all building codes, electric codes and all FCC rules for human exposure to RF emissions.

(d) **Voluntary Pre-Application Conferences.** The Department shall provide prospective applicants with the opportunity to schedule and attend a voluntary pre-application conference with Department staff. The City strongly encourages, but does not require, pre-application conferences for all applications. This voluntary pre-application conference process, including but not limited to any requests for conferences or meetings, submittal of pre-application materials, or the occurrence of any conferences or meetings, does not, and shall not be deemed to, commence any shot clocks. This voluntary pre-application conference is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process, any latent issues in connection with the proposed or existing wireless facility, such as compliance with generally applicable rules for public health and safety; potential stealth or concealment issues or concerns (if applicable); coordination with other City departments and/or divisions responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The Department shall use reasonable efforts to provide the applicant with an appointment within five working days after receiving a written request and any applicable fee or deposit to reimburse the City for its reasonable costs to provide the services rendered in the pre-application conference.

(e) **Application Submittal.** Unless the Director establishes an alternative submittal procedure pursuant to Section 6, all applications submitted, or resubmitted in response to an incomplete notice as the case may be, under this policy must be submitted to the Department through the online permitting portal only during the Department's "Permit Center Hours" as published on the Department's website. The Department's Permit Center Hours exclude City holidays or other days that the City is closed. Any applications submitted, or resubmitted as the case may be, after such Permit Center Hours will be deemed submitted, or resubmitted, and received by the Department at the start of "Permit Center Hours" on the next scheduled working day. Any application received in a manner not authorized by this policy or alternatives established by the Director, whether delivered in-person, by mail, electronically or through any other means, will not be considered duly filed whether the City retains the submitted materials or not.

(f) **Applications Deemed Withdrawn.** To promote efficient review and timely decisions, any EFR Approval application governed under this policy will be automatically deemed withdrawn by the applicant when the applicant fails to tender

a substantive response to the Department within 90 calendar days after the Department deems the application incomplete in a written notice to the applicant. The Director, in the Director's discretion, may grant a written extension for up to an additional 60 calendar days when the applicant submits a written request prior to the 90th day that shows good cause to grant the extension. Good cause for an extension shall include, without limitation, delays due to circumstances outside the applicant's reasonable control.

Section 8. PEER AND INDEPENDENT CONSULTANT REVIEW

(a) **Authorization.** The Director is authorized to, in the Director's discretion, select and retain an independent consultant with specialized training, experience and/or expertise in telecommunications issues in connection with any EFR Approval application. The Director may request an independent consultant review on any issue that involves specialized or expert knowledge in connection with wireless facilities deployment or permit applications for wireless facilities, which include, without limitation: (1) permit application completeness and/or accuracy; (2) compliance with applicable regulations for human exposure to RF emissions; (3) whether and to what extent a proposed project will comply with applicable laws, including but not limited to this policy; (4) the applicability, reliability and/or sufficiency of any information, analyses or methodologies used by the applicant to reach any conclusions about any issue with the City's discretion to review; and (5) any other issue identified by the Director that requires expert or specialized knowledge. The Director may request that the independent consultant prepare written reports, testify at public meetings, hearings and/or appeals and attend meetings with City staff and/or the applicant.

(b) **Cost Reimbursement / Deposit.** Subject to applicable laws, if the Director elects to retain an independent consultant in connection with any permit application, then the applicant shall be responsible for the actual and reasonable costs incurred by the City in connection with the services provided, which may include, without limitation, actual and reasonable costs incurred by the independent consultant to attend and participate in any meetings or hearings related to the permit application and the City's actual and reasonable costs incurred to administer the independent consultant contract. The applicant shall tender to the City a deposit in an amount equal to the estimated actual and reasonable cost for the services to be provided, as determined by the Director if no deposit amount has been established and paid pursuant to Section 7(b) of this policy. The deposit funds shall be applied to the independent consultant's invoices as such invoices are approved by the Director. The Director may request additional deposits as reasonably necessary to ensure sufficient funds are available to cover the reasonable costs in connection with the independent consultant's services. If the deposit exceeds the total costs for the independent consultant's services, then the Director shall promptly return any unused funds to the applicant after the wireless facility has been installed and passes a final inspection. If the reasonable costs for the independent consultant's services exceed the deposit, then the Director shall invoice the applicant for the

balance. The Director is authorized to develop, publish and from time-to-time, update a standard deposit agreement consistent with this section. The City shall not issue any construction or encroachment permits to any applicant with any unpaid deposit requests or invoices.

(c) **Fire Safety Authority Independent Consultants.** In addition, the Fire Safety Authority has the authority to select and retain an independent consultant with expertise and/or specialized training in fire safety and fire hazard mitigation and prevention satisfactory to the Fire Safety Authority in connection with any application. The Fire Safety Authority may request independent consultant review on any matter referred or committed to the Fire Safety Authority for review or approval. Subject to applicable laws, in the event that the Fire Safety Authority elects to retain an independent consultant in connection with any application, the applicant shall be responsible for the actual and reasonable costs in connection with the services provided, which may include without limitation any actual and reasonable costs incurred by the independent consultant to attend and participate in any meetings or hearings and the Fire Safety Authority's actual and reasonable costs to administer the independent consultant contract. The same procedures for fee deposits, cost reimbursements and refunds to the applicant as described above in Section 8(b) shall be applicable to independent consultant review required by the Fire Safety Authority.

Section 9. APPROVALS; DENIALS; APPEALS

(a) **Initial Notice and Administrative Review.** The approval authority shall review a complete and duly filed application for an EFR Approval and may act on such application without prior notice or a public hearing.

(b) **Required Findings for Approval.** The approval authority may approve or conditionally approve an application for an EFR Approval when the approval authority finds that the proposed project:

(1) involves collocation, removal or replacement of transmission equipment on an existing wireless tower or base station; and

(2) does not substantially change the physical dimensions of the existing wireless tower or base station.

(c) **Criteria for Denial.** Notwithstanding any other provision in this policy, and consistent with all applicable federal laws and regulations, the approval authority may deny without prejudice any application for an EFR Approval when the approval authority finds that the proposed project:

(1) does not meet the findings required in Section 9(b) of this policy;

(2) involves the replacement of the entire support structure; or

(3) violates any legally enforceable law, regulation, rule, standard or permit condition reasonably related to public health or safety.

(d) **Conditional Approvals.** Subject to any applicable limitations in federal or state law, nothing in this policy is intended to limit the approval authority's authority to conditionally approve an application for an EFR Approval to protect and promote the public health and safety.

(e) **Decision Notices.** Within five days after the approval authority acts on an application for an EFR Approval, the approval authority shall send a written notice to the applicant. If the approval authority denies the application, the written notice to the applicant must contain (1) the reasons for the decision; (2) a statement that denial will be without prejudice; and (3) instructions for how and when to file an appeal if the applicant so chooses.

(f) **Appeals.** Any applicant may appeal the approval authority's written decision to deny without prejudice an application for EFR Approval to the City Manager provided that: (1) an appeal notice must be filed with the City Clerk within seven calendar days from the date of the approval authority's decision; (2) an appeal must be timely and duly filed with the City Clerk on a form provided by the City Clerk, or if no such form is available, in a writing that states in plain terms the grounds for appeal and the facts that support those grounds; and (3) the City Manager shall consider appeals *de novo* without notice or a public hearing; provided, however, that the City Manager's decision shall be limited to only whether the application should be approved or denied in accordance with the provisions in this policy and any other applicable laws. The City Manager shall issue a written decision that contains the reasons for the decision, and such decision shall be final and not subject to any further City appeals or petitions for reconsideration. No persons or entities other than the applicant may initiate the appeal process described in this section; however, nothing in this section is intended to prevent or discourage any interested persons or entities from providing the City with information that may be used to initiate permit revocation proceedings.

Section 10. STANDARD CONDITIONS FOR APPROVED PERMITS

(a) **Standard Conditions.** Except as may be authorized in Section 10(b), all EFR Approvals issued under this policy or deemed granted or deemed approved by the operation of law shall be automatically subject to the conditions in this Section 10(a) and these conditions shall be deemed to be incorporated by reference into such EFR Approvals.

(1) **Permit Term.** The City's grant or any approval deemed granted by operation of law of an EFR Approval constitutes a federally-mandated modification to the underlying permit or other prior regulatory authorization for the subject tower or

base station, and will be regarded as a modification to the underlying approval for the subject tower or base station. The City's grant or any approval deemed granted by operation of law of this EFR Approval will not extend the permit term, if any, for any underlying permit or other underlying prior regulatory authorization in connection with the wireless tower or base station to be modified. Accordingly, the term for this EFR Approval shall be coterminous with the underlying permit or other prior regulatory authorization for the subject tower or base station, and any renewals thereof.

(2) **Compliance Obligations Due to Invalidation.** In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409 or any FCC rule that interprets Section 6409 such that federal law would not mandate approval for any eligible facilities request(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved eligible facilities requests or the approval authority grants an extension upon written request from the permittee that shows good cause for the extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the approval authority may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated eligible facilities request when it has obtained the applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

(3) **City's Standing Reserved.** The City's grant or grant by operation of law of an EFR Approval pursuant to this policy does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409, any FCC rules that interpret Section 6409, any eligible facilities request or any EFR Approval issued pursuant to this policy.

(4) **Compliance with Approved Plans.** Before the permittee submits any applications to the building official required to commence construction in connection with this EFR Approval, the permittee must incorporate this EFR Approval, all conditions associated with this EFR Approval and any approved photo simulations into the project plans (the "**Approved Plans**"). The permittee must construct, install and operate the wireless facility in strict compliance, as determined by the approval authority, with the Approved Plans. Any alterations, modifications or other changes to the Approved Plans, whether requested by the permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the approval authority's prior review and approval. The approval authority may revoke the EFR Approval if the approval authority finds that the requested alteration, modification or other change may cause a substantial change as that term is defined by the FCC in 47 C.F.R. § 1.6100(b)(7), as may be amended.

(5) **CPUC GO-159A Certification.** Within 15 business days after the City's grant of this EFR Approval or any EFR Approval is deemed granted or deemed approved by the operation of law, the permittee shall serve copies of California Public Utility Commission notification letters required by CPUC General Order No. 159A to the City Clerk, Director and City Manager.

(6) **Build-Out Period.** This EFR Approval will automatically expire 12 months from the approval date or deemed granted or deemed approved date (the "**Build-Out Period**") unless the permittee obtains all other permits and approvals required to install, construct and/or operate the approved wireless facility, which includes without limitation any permits or approvals required by any federal, state or local public agencies with jurisdiction over the subject property, support structure or the wireless facility and/or its use. The permittee may request in writing, and the Director may grant in writing, one 12-month extension to the Build-Out Period if the permittee submits, at least 30 days prior to the automatic expiration date in this condition, substantial and reliable written evidence demonstrating justifiable cause for the 12-month extension submitted. If the Build-Out Period (and any extension) finally expires, this EFR Approval shall be automatically void but the permittee may resubmit a complete application, which includes without limitation all application fees, for the same or a substantially similar project.

(7) **Pre-Installation Requirements.** In addition to obtaining all other permits and approvals required to install, construct and/or operate the approved wireless facility, which includes without limitation any permits or approvals required by any federal, state or local public agencies with jurisdiction over the subject property, the wireless facility or its use, the permittee shall, prior to commencement of any installation or construction, attend a pre-grading meeting with the Public Works Department regarding temporary Best Management Practices ("**BMPs**") pertaining to discharges from the construction site. Before the permittee can proceed with installation or construction of the approved wireless facility, the Public Works Department must inspect and approve the permittee's installation of such temporary BMPs.

(8) **Post-Installation Certification.** Within 60 calendar days after the permittee commences full, unattended operations at the wireless facility, the permittee shall provide the Director with documentation reasonably acceptable to the Director that the wireless facility has been installed and/or constructed in strict compliance with the Approved Plans. Such documentation shall include, without limitation, electronic as-built drawings prepared by a California licensed civil engineer, GIS data and site photographs. In a written notice to the permittee, the Director may (but shall not have the obligation to) either certify that the wireless facility complies with the Approved Plans or order the permittee to correct any noncompliance.

(9) **Site Maintenance.** The permittee shall keep the site, which includes without limitation any and all improvements, equipment, structures, access routes, fences, hardscape and landscape features, in a neat, clean, safe and code compliant condition in accordance with the Approved Plans and all conditions in this EFR Approval. The permittee shall keep the site area free from all litter and debris at all times. The permittee shall regularly inspect the site to determine whether any maintenance is needed. The permittee shall perform any maintenance requested by the City for compliance with this condition within a reasonable time specified by the Director in a written notice to the permittee. Routine maintenance within residential zones shall be restricted to the City's normal construction work hours specified in the Municipal Code. The permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism at the site within 24 hours after the permittee receives notice or otherwise becomes aware that such graffiti or other vandalism occurred.

(10) **Landscape Features.** The permittee shall replace any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by the permittee or at the permittee's direction on or about the site. If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select, plant and maintain replacement landscaping in an appropriate location for the species. Any replacement tree must be substantially the same size as the damaged tree or as otherwise approved by the City. The permittee shall, at all times, be responsible to maintain any replacement landscape features.

(11) **Compliance with Applicable Laws.** The permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders or other rules that carry the force of law ("**Laws**") applicable to the permittee, the subject property, the wireless facility or any use or activities in connection with the use authorized in this EFR Approval, which includes without limitation any Laws applicable to human exposure to RF emissions and any standards, specifications or other requirements identified by the Director (such as, without limitation, those requirements affixed to an encroachment permit). If the Director finds good cause to believe that the wireless facility is not in compliance with any Laws applicable to human exposure to RF emissions, the Director may (A) require the permittee to submit a written report certified by a qualified radio frequency engineer familiar with the wireless facility that certifies that the wireless facility is in compliance with all such Laws; or (B) require that a field test to measure the RF exposure levels be conducted by an independent consultant. Any field measurement tests conducted by the City or its independent consultant shall be at random times without prior notice to the permittee or site operator. The Director shall require an onsite compliance test in situations where applicable Laws would authorize the City to require such testing at the permittee's expense. The Director may order the facility to be immediately powered down if, based on objective evidence, the Director finds that the wireless facility is in fact not in compliance with any Laws applicable,

including, without limitation, Laws applicable to human exposure to RF emissions until such time that the permittee demonstrates actual compliance with such Laws. The permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve or otherwise lessen the permittee's obligations to maintain compliance with all Laws. No failure or omission by the City to timely notice, prompt or promptly enforce compliance with any applicable provision in this policy, the Municipal Code, any permit, any permit condition or any applicable Laws shall be deemed to relieve, waive or lessen the permittee's obligation to comply in all respects with all applicable provisions in this policy, the Municipal Code, any permit, any permit condition or any applicable Laws.

(12) **Adverse Impacts on Other Properties.** The permittee shall use all reasonable efforts to avoid any and all unreasonable, undue or unnecessary adverse impacts on nearby properties that may arise from the permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities on or about the site. The permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during the City's normal construction work hours authorized by the Municipal Code or as may be specified in other permits authorizing such work. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare an emergency within the City. The Director may issue a stop work order for any activities that violates this condition in whole or in part. If the Director finds good cause to believe that ambient noise from a wireless facility or related equipment violates applicable provisions in this policy or the Municipal Code, the Director, in addition to any other actions or remedies authorized by the permit, the Municipal Code or other applicable Laws, may require the permittee to commission a noise study by a qualified professional to evaluate the wireless facility's compliance. The permittee shall, at its sole cost and expense, repair and restore any and all damages to public and private properties that result from any activities performed in connection with the installation or maintenance of a wireless facility. The permittee shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. If the permittee fails to complete such repair within the number of days stated on a written notice by the Director, the City may (but shall not have the obligation to) cause such repair to be completed at permittee's sole cost and expense.

(13) **Annual Affirmation of Radio Frequency Standards Compliance.** On or before January 30th in each calendar year, the permittee acknowledges and agrees that the permittee shall submit: (A) an affirmation, signed by an RF

engineer familiar with the then-current equipment deployed and operated at the wireless facility under penalty of perjury, that the installation is operated in compliance with 47 U.S.C. § 324; (B) an affirmation, signed by an RF engineer familiar with the then-current equipment deployed and operated at the wireless facility under penalty of perjury, that the installation complies with all applicable FCC rules and regulations for human exposure to RF emissions and will not cause members of the general public to be exposed to RF levels that exceed the maximum permission exposure levels deemed safe by the FCC; and (C) a copy of the fully completed FCC form "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance: Appendix A" titled "Optional Checklist for Determination of Whether a Facility is Categorically Excluded" for each frequency band of RF emissions to be transmitted from the wireless facility. All radio frequency emissions on all frequency bands must be shown on the Appendix A form(s). All radio frequency emissions are to be entered on each Appendix A form only in wattage units of "effective radiated power."

(14) **Interference with City Communications Systems.** The permittee shall not permit the wireless facility authorized under this EFR Approval to interfere with any City communication systems. In the event that the wireless facility is causing interference with any City communication systems, the Director may order the wireless facility to be shut down and powered off until such time as the immediate interference has been mitigated at the permittee's sole cost and expense. If, after a good faith effort is made to notify the permittee without success, the City may shut down the facility. Any costs incurred by the city shall be at the permittee's sole cost and expense.

(15) **Inspections; Emergencies.** The City's officers, officials, staff, agents, contractors or other designees may enter onto the site and inspect the wireless facility and related equipment and/or improvements upon reasonable prior notice to the permittee. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff, agents, contractors or other designees while any such inspection or emergency access occurs.

(16) **Safety Hazard Protocol.** If the Fire Safety Authority finds good cause to believe that the wireless facility presents an immediate fire risk, electrical hazard or other threat to public health and safety in violation of any applicable Laws, the Fire Safety Authority may order the wireless facility to be shut down and powered off until such time as the immediate threat has been mitigated, after a good faith effort is made to notify the permittee, if feasible. Any mitigations required shall be at the permittee's sole cost and expense.

(17) **Abandonment.** The permittee shall notify the Director when the permittee intends to abandon or decommission the wireless facility authorized under this EFR Approval. In addition, the wireless facility authorized under this EFR Approval shall be deemed abandoned if the wireless facility has not operated for any continuous six-month period and the permittee fails to resume operations within 90 days from a written notice from the Director. Within 90 days after a wireless facility is abandoned or deemed abandoned, the permittee, property owner and/or structure owner shall completely remove the wireless facility and all related improvements and shall restore all affected areas to a condition compliant with all applicable Laws, which includes without limitation, this policy and the Municipal Code. The permittee, property owner and/or structure owner may request an extension up to 180 days to complete restoration after the wireless facility is abandoned or deemed abandoned, which the Director may grant if the permittee, property owner or structure owner presents evidence of good cause for the extension. If neither the permittee, the property owner nor the structure owner complies with the removal and restoration obligations under this condition within the required period, the City shall have the right (but not the obligation) to perform such removal and restoration with or without notice, and the permittee, property owner and structure owner shall be jointly and severally liable for all costs and expenses incurred by the City in connection with such removal and/or restoration activities.

(18) **Permittee's Contact Information.** Prior to final inspection and at all times relevant to this EFR Approval, the permittee shall keep on file with the Director basic contact and site information. This information shall include, but is not limited to, the following:

(A) the name, physical address, notice address (if different from physical address), direct telephone number and email address for (i) the permittee and, if different from the permittee, the (ii) property owner, (iii) structure owner, (iv) site operator, (v) equipment owner, (vi) site manager and (vii) agent for service of process;

(B) the regulatory authorizations held by the permittee and, to the extent applicable, property owner, structure owner, site operator, equipment owner and site manager as may be necessary for the wireless facility's continued operation;

(C) the wireless facility's site identification number and/or name used by the permittee and, to the extent applicable, property owner, structure owner, site operator, equipment owner and site manager; and

(D) a toll-free telephone number to the wireless facility's network operations center where a live person with power-down control over the wireless facility is available 24 hours-per-day, seven days-per-week.

If the entity for the permittee, property owner, structure owner, site operator, equipment owner, site manager, or agent for service of process changes, the permittee shall furnish the City with updated information within 10 business days.

Additionally, the permittee must update the signage at the wireless facility to accurately identify the equipment owner/operator, the owner/operator's site name or identification number and the 24 hours-per-day, seven day-per-week, toll-free telephone number to the owner/operator's network operations center whenever such information about the same changes

(19) **Indemnification.** The permittee and, if applicable, the owners of the property and the structure upon which the wireless facility is installed (other than the City), shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers (collectively, the "**City Indemnitees**") from any and all (A) damages, liabilities, injuries, losses, costs and expenses and from any and all claims, demands, law suits, writs and other actions or proceedings ("**Claims**") brought against the City or any City Indemnitees to challenge, attack, seek to modify, set aside, void or annul this EFR Approval, the City's grant of this EFR Approval or the grant of this EFR Approval by the operation of law, and (B) other Claims of any kind or form, whether for personal injury, death or property damage, that arise from or in connection with the permittee's or its agents', directors', officers', employees', contractors', subcontractors', licensees', or customers' acts or omissions in connection with this EFR Approval, the City's grant of this EFR Approval, the grant of this EFR Approval by the operation of law or the wireless facility. If the City becomes aware of any Claims, the City will use best efforts to promptly notify the permittee and the owners of the property and the structure (if applicable) and shall reasonably cooperate in the defense. The permittee, property owner and structure owner expressly acknowledge and agree that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the permittee, property owner and/or structure owner shall promptly reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. The permittee, property owner and structure owner expressly acknowledge and agree that the permittee's indemnification obligations under this condition are a material consideration that motivates the City to approve this EFR Approval, and that such indemnification obligations will survive the expiration, revocation or other termination of this EFR Approval.

(20) Insurance.

(A) **Policies and Limits.** The permittee shall obtain and maintain insurance policies as follows:

(i) **Commercial General Liability Insurance.** Insurance Services Office Form CG 00 01 covering Commercial General Liability ("CGL") on an "occurrence" basis, with limits not less than $2,000,000 per occurrence or $4,000,000 in the aggregate. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. CGL insurance must include coverage for the following: Bodily Injury and Property Damage; Personal Injury/Advertising Injury; Premises/Operations Liability; Products/Completed Operations Liability; Aggregate Limits that Apply per Project; Explosion, Collapse and Underground ("UCX") exclusion deleted; Contractual Liability with respect to the permit; Broad Form Property Damage; and Independent Consultants Coverage. The policy shall contain no endorsements or provisions limiting coverage for (i) contractual liability; (ii) cross liability exclusion for claims or suits by one insured against another; (iii) products/completed operations liability; or (iv) contain any other exclusion contrary to the conditions in this permit.

(ii) **Automotive Insurance.** Insurance Services Office Form Number CA 00 01 covering, Code 1 (any auto), or if permittee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) **Workers' Compensation Insurance.** The permittee shall certify that it is aware of the provisions of California Labor Code § 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and further certifies that the permittee will comply with such provisions before commencing work under this permit. To the extent the permittee has employees at any time during the term of this permit, at all times during the performance of the work under this permit the permittee shall maintain insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(iv) **Professional Liability Insurance.** The permittee shall maintain Professional Liability (Errors and Omissions) Insurance appropriate to the permittee's profession, with limit no less than $1,000,000 per occurrence or claim. This insurance shall be endorsed to include contractual liability applicable to this permit and shall be written on a policy form coverage specifically designed to protect against acts, errors

or omissions of the permittee. “Covered Professional Services” as designed in the policy must specifically include work performed under this permit.

(B) **Claims-Made Policies.** If the permittee maintains any required insurance under a claims-made form, the permittee shall maintain such coverage continuously throughout the permit term and, without lapse, for at least three years after the permit term expires so that any claims that arise after the expiration in connection with events that occurred during the permit term are covered by such claims-made policies.

(C) **Umbrella or Excess Liability Policies.** If an umbrella or excess liability insurance policy is used to satisfy the minimum requirements for CGL or automotive insurance coverage listed above, the umbrella or excess liability policies shall provide coverage at least as broad as specified for the underlying coverages and covering those insured in the underlying policies. Coverage shall be “pay on behalf,” with defense costs payable in addition to policy limits. Permittee shall provide a “follow form” endorsement or schedule of underlying coverage satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

(D) **Additional Insured; Separation of Insureds.** The relevant CGL and automotive insurance policies shall name the City, its elected/ appointed officials, commission members, officers, representatives, agents, volunteers and employees as additional insureds. The required insurance shall contain standard separation of insureds provisions and shall contain no special limitations on the scope of its protection to the City, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees.

(E) **Primary Insurance; Waiver of Subrogation.** The required insurance shall be primary with respect to any insurance programs covering the City, its elected/appointed officials, commission members, officers, representatives, agents, volunteers and employees. All policies for the required CGL, automotive and workers’ compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against the City in connection with any damage or harm covered by such policies.

(F) **Term; Cancellation Notice.** The permittee shall maintain the required insurance throughout the permit term and shall replace any certificate, policy, or endorsement which will expire prior to that date. The permittee shall use its best efforts to provide 30 calendar days’ prior written notice to the City of the cancellation or material modification of any applicable insurance policy; provided, however, that in no event shall the permittee fail

to provide written notice to the City within 10 calendar days after the cancellation or material modification of any applicable insurance policy. The permittee shall promptly take action to prevent cancellation or suspension, reinstate cancelled coverage or obtain coverage from a different qualified insurer.

(G) **Certificates.** Before the City issues any EFR Approval or permit, the permittee shall deliver to the Director insurance certificates and endorsements, in a form satisfactory to the Director, that evidence all the coverage required above. In addition, the permittee shall promptly deliver complete copies of all insurance policies and endorsements upon a written request by the Director.

(H) **Insurer Rating.** Unless approved in writing by the City, all required insurance shall be placed with insurers authorized to do business in the State of California and with a current A.M. Best rating of at least A-:VIII.

(21) **Removal Bond.** Before the building official or department issues any permits required to commence construction, installation or other work in connection with this EFR Approval, the permittee shall post a bond issued by a surety and in a form acceptable to the City Attorney and the Director in an amount reasonably necessary to cover the cost to remove the improvements and restore all affected areas based on a written estimate from a qualified contractor with experience in wireless facilities or other infrastructure removal. The written estimate must include the cost to remove all equipment and other improvements, which includes without limitation all antennas, radios, batteries, generators, utilities, cabinets, mounts, brackets, hardware, cables, wires, conduits, structures, shelters, towers, poles, footings and foundations, whether above ground or below ground, constructed or installed in connection with the wireless facility, plus the cost to completely restore any areas affected by the removal work to a standard compliant with applicable Laws. The bond shall be valid for at least 10 years or the term of the underlying permit or other prior regulatory authorization for the subject tower or base station (whichever is greater). In establishing or adjusting the bond amount required under this condition, the Director shall take into consideration any information provided by the permittee regarding the cost to remove the wireless facility to a standard compliant with applicable Laws. The bond shall expressly survive the duration of the permit term to the extent required to effectuate a complete removal of the subject wireless facility in accordance with this condition. If at any time after construction the Director finds good cause to believe that the bond required in this condition no longer adequately covers the removal and restoration costs, the Director may require by written notice that the permittee provide an updated estimate and increase the bond amount to cover any increased costs.

(22) **Record Retention.** Throughout the term of the underlying permit, the permittee must maintain a complete and accurate copy of the written administrative

record, which includes without limitation the EFR Approval application, EFR Approval, the approved plans and photo simulations incorporated into this EFR Approval, all conditions associated with this EFR Approval, any ministerial permits or approvals issued in connection with this EFR Approval and any records, memoranda, documents, papers and other correspondence entered into the public record in connection with the EFR Approval (collectively, "**Records**"). If the permittee does not maintain such Records as required in this condition, any ambiguities or uncertainties that would be resolved by inspecting the missing Records will be construed against the permittee. The permittee shall protect all Records from damage from fires, floods and other hazards that may cause deterioration. The permittee may keep Records in an electronic format; provided, however, that hard copies or electronic Records kept in the City's regular files will control over any conflicts between such City-controlled copies or Records and the permittee's electronic copies, and complete originals will control over all other copies in any form. The requirements in this condition shall not be construed to create any obligation for the City to create or prepare any Records not otherwise required to be created or prepared other applicable Laws. Compliance with the requirements in this condition shall not excuse the permittee from any other similar record-retention obligations under applicable Laws.

(23) **Permit Revocation.** Any EFR Approval granted under this policy or deemed granted or deemed approved by the operation of law may be revoked in accordance with the provisions and procedures in this condition. In addition to any other remedies the City may have, the City may recall this EFR Approval for review at any time due to complaints about noncompliance with applicable Laws or any approval conditions attached to this EFR Approval after notice and an opportunity to cure the violation is provided to the permittee. If the noncompliance continues after notice and reasonable opportunity to cure the noncompliance, the approval authority may revoke this EFR Approval or amend these conditions as the approval authority deems necessary or appropriate to correct any such noncompliance. Any revocation or amendment must be supported by substantial evidence in the written record. Within five business days after the approval authority adopts a resolution to revoke the EFR Approval, the approval authority shall provide the permittee with a written notice that specifies the revocation and the reasons for such revocation and any administrative appeal procedures.

(24) **Cost Reimbursement.** The permittee acknowledges and agrees that (A) the permittee's request for authorization to construct, install and/or operate the collocated or otherwise modified wireless facility will cause the City to incur costs and expenses; (B) the permittee shall be responsible to reimburse the City for all actual and reasonable costs incurred in connection with the EFR Approval, which includes without limitation costs related to application review, permit issuance, site inspection and any other costs reasonably related to or caused by the request for authorization to construct, install and/or operate the

collocated or otherwise modified wireless facility; (C) any application fees required for the application may not cover all such reimbursable costs and that the permittee shall have the obligation to reimburse the City for all such costs within 10 business days after a written demand for reimbursement and reasonable documentation to support such costs; and (D) the City shall have the right to withhold any permits or other approvals in connection with the wireless facility until and unless any outstanding costs have been reimbursed to the City by the permittee.

(25) **Truthful and Accurate Statements.** The permittee acknowledges that the City's approval relies on the written and/or oral statements by permittee and/or persons authorized to act on permittee's behalf. In any matter before the City in connection with the EFR Approval or the collocation or other modification authorized under the EFR Approval, neither the permittee nor any person authorized to act on permittee's behalf shall, in any written or oral statement, intentionally provide material factual information that is incorrect or misleading or intentionally omit any material information necessary to prevent any material factual statement from being incorrect or misleading.

(26) **Successors and Assigns.** The conditions, covenants, promises and terms contained in this EFR Approval will bind and inure to the benefit of the City and permittee and their respective successors and assigns.

(27) **Severable Conditions.** If any provision in these conditions or such provision's application to any person, entity or circumstances is or held by any court with competent jurisdiction to be invalid or unenforceable: (A) such provision or its application to such person, entity or circumstance will be deemed severed from this EFR Approval; (B) all other provisions in this EFR Approval or their application to any person, entity or circumstance will not be affected; and (C) all other provisions in this EFR Approval or their application to any person, entity or circumstance will be valid and enforceable to the fullest extent permitted by law.

(b) **Modified Conditions.** The approval authority (or appellate authority) may modify, add or remove conditions to any EFR Approval on a case-by-case basis as the approval authority (or appellate authority) deems necessary or appropriate to: (1) protect and/or promote the public health, safety and welfare; (2) tailor the standard conditions in subsection (a) to the particular facts and circumstances associated with the deployment; and/or (3) memorialize any changes to the proposed deployment needed for compliance with this policy, the Municipal Code, generally applicable health and safety requirements and/or any other applicable Laws.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO APPROVE AN AMENDMENT TO THE MASTER FEE SCHEDULE, ADOPTING FEES FOR PROCESSING APPLICATIONS PURSUANT TO THE POLICIES FOR WIRELESS TELECOMMUNICATIONS FACILITIES, SMALL WIRELESS FACILITIES, AND COLLOCATIONS AND MODIFICATIONS TO EXISTING WIRELESS FACILITIES SUBMITTED AS ELIGIBLE FACILITIES REQUESTS

WHEREAS, on March 25, 2026, the Planning Commission of the City of Pleasanton adopted Resolution PC-2026-07, recommending the City Council approve proposed amendments to repeal and replace Chapter 18.110 of the Pleasanton Municipal Code and adopt new policies for Wireless Telecommunications Facilities, Small Wireless Facilities, and Collocations and Modifications to Existing Wireless Facilities Submitted as Eligible Facilities Requests (hereinafter "the Policies"); and

WHEREAS, on April 21, 2026, the City Council Adopted Resolution No. _____, adopting the Policies to establish the process for all requests for the City's regulatory authorization to construct, install, operate, collocate, modify, relocate, remove, or otherwise deploy wireless facilities within the City's territorial and jurisdictional boundaries; and

WHEREAS, the Policies conform the City's permit processes for wireless telecommunications facilities with applicable law; and

WHEREAS, Section 7 of the Policies states that the City Council shall adopt permit application fees, an application-review deposit, or combination of application fees and review deposit for processing such applications, with such fees and deposits reflecting the staff time and costs and consultant costs associated with processing applications; and

WHEREAS, the Master Fee Schedule compiles City Council-approved fees for specific City services provided to applications, residents, and companies in the community; and

WHEREAS, agencies are allowed to set fees at rates providing fair and reasonable recovery of costs incurred in providing services, and minimizing or eliminating the use of general tax revenues; and

WHEREAS, the City conducted an analysis to ensure these fees charged do not exceed the cost of providing services with respect to processing applications under the Policies.

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

SECTION 1. The City Council hereby adopts the amendments to the Master Fee Schedule as reflected in Exhibit A.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on April 21, 2026.

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 the 21th day of April, 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

EXHIBIT A

AMENDMENTS TO THE MASTER FEE SCHEDULE

Section II, Planning Division, of the Master Fee Schedule is hereby amended to remove the references to “Small Wireless Facility Application Fee” and add the following to Subsection B: Application Fees:

Application Type	Application Fee
Macro Wireless Facilities (per site)	$3,713
Small Wireless Facilities (per site)	$3,168
Modifications to Existing Wireless Facilities (per site)	$823
Deposit for Consultant Review of Wireless Permits	$4,000 deposit (total fee is actual cost)

Examples of Existing Macro Facilities in Pleasanton









Examples of Small Cell Facilities





Ordinance and Policies for Wireless Telecommunications Facilities

City Council
April 21, 2026

1

Overview

- Amendments to Chapter 18.110 of the Pleasanton Municipal Code
- New policies related to applications for wireless facilities
- Updated Master Fee Schedule by adding Wireless Facility Fees

2

Background

- Wireless coverage gaps throughout Pleasanton
  - Negatively impacts residents, businesses and visitors.
  - Potentially impacts emergency situations where the public and service providers need alerts and information
- Comprehensive staff review of the current wireless ordinance and application processes:
  - A significant contributor to the wireless coverage gap is the City's wireless ordinance.
    - Outdated and overly restrictive.
    - Discourages wireless providers from locating facilities in Pleasanton.

3

Proposed Wireless Ordinance and Policies

- New wireless ordinance (PMC Chapter 18.110)
- Wireless policy documents
  - Large or "macro" wireless facilities
  - Small wireless facilities
  - Modifications to existing facilities

4

Wireless Ordinance and Policies - Goals

- Improve wireless coverage throughout Pleasanton.
- Maintain standards related to appropriate siting and aesthetic considerations.
- Consistent with the ONE Pleasanton Strategic Plan – Funding our Future – Strategy 2
  - Identify expanded and new revenue sources to address significant infrastructure needs.
- Aligns with Cellular Lease Revenue Program Development – City Council Priority

5

New Wireless Ordinance - Overview

- Repeal and replace PMC Chapter 18.110.
- Removes most regulatory standards and refers to new policy documents.
  - Easier to update to keep up with evolving state and federal regulations.
  - Policies are specific to different kinds of wireless projects.

6

“Macro” Wireless Facilities

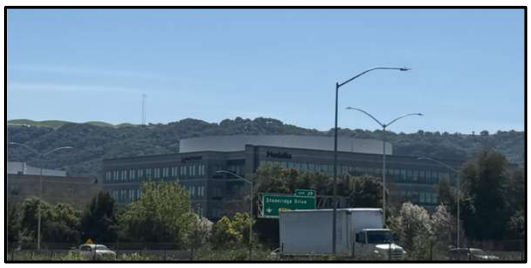
- Large-Scale “Macro” Wireless Facilities
  - Usually free-standing towers and support structures or rooftop or building-mounted sites
  - Typically provides a coverage radius of 1 to 3 or more miles
    - Depending on terrain, vegetation, or similar factors

7

Examples of Macro Facilities







8

Small Wireless Facilities

- Usually attached to streetlights and utility poles.
- Typically provides a coverage radius of a few hundred feet to upwards of 1,000 feet.
- Provide added capacity in high-traffic areas, dense urban settings, and suburban communities.

9

Examples of Small Wireless Facilities



10

Modifications to Existing Wireless Facilities

- Regulated by Section 6409(a)
- Requires approval of certain additions and modifications that do not substantially change the dimensions of existing facilities.
- Provide added capacity in high-traffic areas, dense urban settings, and suburban communities.

11

Wireless Facilities Location and Design Standards

- Locations – Preferred to Discouraged
  - Based on zoning designation, environmental setting and distance from residential or historic structures, among other factors.
- Design and Aesthetic Standards
  - Stealth/concealment
  - Design/location of structures
  - Measures that mimic or blend in with underlying support structure, among other factors.

12

Master Fee Schedule

- Update to include Wireless Facility Fees
  - Outlined in Section 7 of the Policy documents
  - Based on the type and complexity of the application.
  - Includes combination of fees and deposits
  - Cost Recovery
    - Minimize any potential impacts to the General Fund

13

Planning Commission – March 25, 2026

- Adopted Resolution PC-2026-07
  - Recommending the City Council repeal and replace Chapter 18.110 of the PMC
  - Adopt policies for macro wireless facilities, small wireless facilities, and modifications to existing facilities, with amendments:
    - Macro policy:
      - 30 day noticing period (instead of 10 days)
      - 500-foot noticing radius (instead of 300 feet)

14

Recommendation

- Introduce an Ordinance Amending Chapter 18.110 of the PMC
- Adopt a Resolution Adopting Three New Policies Related to Applications for Wireless Facilities
- Adopt Resolution Updating the Master Fee Schedule by Adding Wireless Facility Fees

15