# CITY COUNCIL
# REGULAR MEETING AGENDA

**Tuesday, July 21, 2026**
**7:00 PM**

**City Council Chamber**
**200 Old Bernal Avenue**
**Pleasanton, CA 94566**

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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.

To submit written public comment regarding an open session item on this meeting agenda visit https://onlineforms.cityofpleasantonca.gov/260426338382054. Written comments will be accepted by the City Clerk's Office until 12:00 p.m. on the day of the Council meeting and distributed to the City Council. After 12:00 p.m., comments must be provided at the meeting.

**Public participation**
**Speak In Person:** It is requested that members of the public wishing to address the City Council submit a speaker card to the City Clerk at the meeting. When public comment is opened on an agenda item, individuals may speak once per agenda item. When your name is called, please provide comment at the podium.

**Speak Remotely:**

- Join the meeting using this URL: https://cityofpleasanton.zoom.us/j/85145185146
- Join by phone: +1 669 444 9171
- Webinar ID: 851 4518 5146

Use the "raise hand" function once public comment is opened on an item. You will be unmuted when your name is called and you will be re-muted after the allotted time. To raise your hand, click the "raise your hand" button or *9 on your telephone. To unmute your phone, press *6.

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## CALL TO ORDER

• Welcome and Pledge of Allegiance - Cm. Testa
• Roll Call

Resolution No. 2026-058
Ordinance No. 2308

## 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 Council

1. Approve the First Amendment to Employment Contract for Interim City Manager Services with Joseph Calabrigo

City Manager

2. Approve designation of voting delegates for the 2026 California Cities Annual Conference

3. Adopt a resolution accepting the agreement for participation in the Alameda County Operational Area Emergency Management Organization

4. Approve meeting minutes of June 2, 2026 and June 16, 2026

Community and Economic Development

5. Adopt resolutions of local support and authorize staff to submit applications to the Alameda County Transportation Commission for a total of $14,637,500 in funding from the 2028 Comprehensive Investment Plan for the following four projects: 1) the West Las Positas Boulevard Multimodal Reconstruction Project - Construction Phase 2 (CIP No. 11514) ($7,050,000); 2) the I-680/Sunol Boulevard Interchange Modernization Project - Construction Phase 1 (CIP No. 15551) ($2,000,000); 3) the I-580 Overcrossing Bicycle and Pedestrian Improvements Project - Construction Phase (CIP No. 22570) ($4,462,500); and 4) the City of Pleasanton Transportation Technology Upgrade Project ($1,125,000)

Finance

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

Public Works

7. Adopt a resolution authorizing the Director of Public Works, or designee, to apply for and execute documents related to California State Water Resources Control Board funding and financial opportunities for the Groundwater Supply Project

8. Approve plans and special provisions, authorize the City Manager to enter into a construction contract with Westside Landscape and Concrete, Inc. in the amount of $429,845 with a 10 percent contingency of $43,000 for the Nonfunctional Turf Conversion for AB 1572 Project, CIP No. 26787, and approve a budget amendment to the Parks CIP General Fund

9. Authorize the City Manager to execute an agreement with West Yost for the development of Supervisory Control and Data Acquisition (SCADA) Standards in an amount not to exceed $349,693

10. Accept public improvements performed by DPI, Inc., for the Annual Storm Drain Repair/Replacement (Puri Court) Project, CIP 24415 and 25415, and approve a budget amendment to the Storm Drain Replacement Fund

11. Accept the final Sewer Rate Study report and authorize Proposition 218 noticing for sewer rate changes

12. Approve the purchase of seven Ford Police Interceptor Utility Hybrids from National Auto Fleet Group for $502,381.18, inclusive of a 15 percent contingency, in the Police Vehicle Internal Service Fund (Fund 511)

**MEETING OPEN TO THE PUBLIC**

13. Presentation of a Proclamation recognizing the Pleasanton Community of Character

14. 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.*

15. Public Hearing: Tabulate Proposition 218 assessment ballots, adopt resolutions approving the Engineer's Reports, confirming the diagrams and assessments, and ordering the levy of assessments for the Ponderosa-Del Prado Landscape Maintenance District 2026-1 and Bonde Ranch Landscape Maintenance District 2026-2 for FY 2026/27

16. Take the following actions associated with the approval of the Arroyo Lago Residential Project: 1) Adopt a resolution to adopt an Addendum to an Environmental Impact Report (EIR) (SCH2023050339) in compliance with California Environmental Quality Act (CEQA) and CEQA Guidelines Sections 15162 and 15164; 2) Introduce an ordinance to a) initiate the proceedings for Annexation (P25-0115) of totaling approximately 30 acres from unincorporated Alameda County to the City of Pleasanton; and to approve (b) General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (c) Pre/Rezoning (P25-0118) of said parcels in Alameda County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (d) a Planned Unit Development and rezoning (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; and (e) a Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements; and 3) Introduce an Ordinance approving a Pre-Annexation and Development Agreement for the Project

17. Public Hearing: Adopt resolutions approving the fiscal year 2026/27 annual assessments for Landscape Maintenance Districts 1984-1 (Ponderosa-Del Prado), 1993-1 (Windsor), 1993-2 (Bonde Ranch), 1994-1 (Oak Tree Farm), and 1995-1 (Moller Ranch)

**MATTERS INITIATED BY COUNCIL**

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

**CITY MANAGER UPDATES**

**ADJOURNMENT**

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**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 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 provides reasonable accommodations for persons with disabilities to participate in public meetings. To make a request for a disability-related modification or accommodation, please contact the City Clerk's Office at 123 Main Street, Pleasanton, CA 94566 or (925) 931-5027 at least two business days prior to the meeting date.

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July 21, 2026
City Council

**TITLE: APPROVE THE FIRST AMENDMENT TO EMPLOYMENT CONTRACT FOR INTERIM CITY MANAGER SERVICES WITH JOSEPH CALABRIGO**

## SUMMARY

On June 2, 2026, the City entered into an Employment Contract for Interim City Manager services with Joseph Calabrigo. The City wishes to clarify the Employment Contract by specifying how the City will comply with Federal legal requirements regarding Social Security participation or replacement.

## RECOMMENDATION

Approve first amendment to employment contract for Interim City Manager services with Joseph Calabrigo.

## BACKGROUND

On June 2, 2026, the City entered into an Employment Contract for Interim City Manager services with Joseph Calabrigo. The City of Pleasanton does not participate in Social Security. Federal law requires that employees who are not participating in Social Security are required to participate in either the California Public Employees' Retirement System (CalPERS) or a qualified Social Security replacement plan.

## DISCUSSION

The purpose of this First Amendment is to clarify that, in order to satisfy federal law requirements, Mr. Calabrigo will be enrolled in CalPERS.

Mr. Calabrigo receives $25,000 a month salary. The City's contribution to CalPERS is 12.79%. Employees are required to contribute 8%. Therefore, the City will be contributing $3,197.50 a month towards Mr. Calabrigo's CalPERS participation.

## EQUITY AND SUSTAINABILITY

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

## OUTREACH

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

## STRATEGIC PLAN ALIGNMENT

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

## FISCAL IMPACT

This contract will be paid from available resources in the General Fund, in the City Manager's Office budget.

Submitted by:

Jack Balch, Mayor

Attachments:

1. First Amendment Employment Contract for Interim City Manager with Joseph Calabrigo

**FIRST AMENDMENT TO**
**EMPLOYMENT CONTRACT INTERIM CITY MANAGER**

This First Amendment to Employment Contract Interim City Manager is Agreement ("First Amendment") is made on July 21, 2026, between the City of Pleasanton ("City") and Joseph Calabrigo ("Calabrigo").

A. On June 2, 2026, the City entered into an Employment Contract for Interim City Manager services with Joseph Calabrigo ("Employment Contract").

B. The City wishes to clarify the Employment Contract by specifying how the City will comply with Federal legal requirements regarding Social Security participation or replacement.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 3 of the Employment Contract is amended to read as follows:

3. Compensation. The salary for the position of Interim City Manager shall be $25,000 a month to be paid every two weeks on the same schedule as pay is provided to regular full-time employees. Calabrigo shall receive the same CalPERS retirement benefits as management and confidential employees as set forth in the Management/ Confidential Employee Performance Compensation Plan. Calabrigo shall receive no other employment benefits (including, but not limited to, vacation leave, sick leave (except as required by law), floating holiday pay, administrative leave, health, dental, or any other benefits given to regular, full-time employees) except that City shall provide workers' compensation benefits as required by State law, and shall pay the employer's share of the Medicare tax.

2. 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 Amendment to the Agreement as of the date first above written.

**CITY OF PLEASANTON**

_____ _____
Jack Balch, Mayor Joseph Calabrigo

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

CITY COUNCIL AGENDA REPORT

July 21, 2026
City Clerk

**TITLE: APPROVE DESIGNATION OF VOTING DELEGATES FOR THE 2026 CALIFORNIA CITIES ANNUAL CONFERENCE**

## SUMMARY

The League of California Cities (Cal Cities) is hosting the Annual Conference of the General Assembly on September 23-25, 2026. At this meeting, membership considers and acts on resolutions that establish policy. To cast a vote during the General Assembly, the City Council must designate a voting delegate and alternate in advance of the conference.

## RECOMMENDATION

Designate Councilmember Craig Eicher as the City's voting delegate and Councilmember Jeff Nibert as the alternate for the 2026 Cal Cities conference.

## BACKGROUND

The League of California Cities (Cal Cities) engages in advocacy efforts to support local control in the state legislature and other forums, and through strategic outreach to the public, policymakers, and opinion leaders. Every year, Cal Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference where city officials can directly participate in the development of Cal Cities policy.

## DISCUSSION

The General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. To cast a vote during the General Assembly, the City Council must designate a voting delegate and alternate in advance of the conference.

## EQUITY AND SUSTAINABILITY

Not applicable, as this item is an administrative matter of City business

## OUTREACH

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

## STRATEGIC PLAN ALIGNMENT

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

## FISCAL IMPACT

There is no fiscal impact associated with this action.

| Prepared by: | Submitted by: | Approved by: |
| --- | --- | --- |
|  |  |  |
| Jocelyn Kwong, City Clerk | Alexa Jeffress, Assistant City Manager | Joe Calabrigo, Interim City Manager |

Attachments:
None

CITY COUNCIL AGENDA REPORT

July 21, 2026
City Manager

**TITLE: ADOPT A RESOLUTION ACCEPTING THE AGREEMENT FOR PARTICIPATION IN THE ALAMEDA COUNTY OPERATIONAL AREA EMERGENCY MANAGEMENT ORGANIZATION**

## SUMMARY

On January 27, 2026, the Alameda County Board of Supervisors approved an agreement in recognition of and participation in an Operational Area Emergency Management Organization. An Operational Area is defined in the California Emergency Services Act (*California Government Code § 8550*) as an intermediate level of organization, cooperation, and planning between public entities within a county's boundaries. The agreement establishes a unified framework for disaster preparedness, response, recovery, and mitigation through December 31, 2035.

## RECOMMENDATION

Adopt a resolution accepting the agreement for participation in the Alameda County Operational Area Emergency Management Organization.

## BACKGROUND

On May 10, 2016, the Alameda County Board of Supervisors approved an agreement that allowed the County of Alameda and other local public entities to work together by sharing resources and information to protect the public. The Operational Area agreement is renewed on a 10-year cycle. The County adopted the current agreement on January 27, 2026, and has requested that each participating jurisdiction adopt it by resolution.

The protection of life, property, and the environment is a shared responsibility of local, state, and federal governments. To support this responsibility, Alameda County, in collaboration with the cities, special districts, and nonprofit corporations within its boundaries, has elected to enter into this agreement to promote a unified and coordinated approach among state and local agencies, facilitate mutual aid, and ensure the efficient and effective use of regional and local resources during a catastrophic event.

The City's participation in the Operational Area is a routine, recurring commitment rather than a new undertaking. Approval of this agreement continues that established practice and does not change the City's existing obligations under the Operational Area structure.

## DISCUSSION

The agreement integrates and coordinates the County's available resources into an efficient and effective organizational structure by defining roles, policies, and procedures in accordance with California's Standardized Emergency Management System. This approach ensures the most effective and cost-efficient allocation of resources. This provides a framework for collaboration in essential areas including communications, equipment, medical services,

financial matters, and environmental and economic resources.

Staff also note the timing of this approval, which comes during the current fire season. Wildfire activity typically increases regional demand for mutual aid, shared resources, and coordinated emergency communications among Alameda County's cities, special districts, and other agencies. Approving this agreement now, without a lapse in the City's Operational Area participation, helps ensure the City can continue to draw on and contribute to countywide mutual aid resources should a wildfire or other disaster affect the region during this period.

**EQUITY AND SUSTAINABILITY**

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

**OUTREACH**

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

**STRATEGIC PLAN ALIGNMENT**

Approval of this action advances the ONE Pleasanton strategic goal of *Safeguarding Our City*: Public Safety and Emergency Preparedness, Strategy D.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.

**FISCAL IMPACT**

There is no fiscal impact from adopting this agreement except for reimbursement of direct costs under mutual aid agreements.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
| Leonard E. Lopez | Alexa Jeffress | |
| Leonard Lopez, Emergency Services Manager | Alexa Jeffress, Assistant City Manager | Joe Calabrigo, Interim City Manager |

Attachments:

1. Attachment 1 - Resolution - Alameda County Operational Area Agreement

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO ACCEPT THE AGREEMENT FOR PARTICIPATION IN THE ALAMEDA COUNTY OPERATIONAL AREA EMERGENCY MANAGEMENT ORGANIZATION**

**WHEREAS**, the potential for a major catastrophe due to natural or manmade disaster requires all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California to protect public welfare; and

**WHEREAS**, greater efficiency and disaster preparedness, response, recovery and mitigation can be achieved by joining the efforts of the County of Alameda, the Cities, Special Districts, and other public benefit non-profit corporations together in pre-disaster agreements; and

**WHEREAS**, the California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization" created to perform extraordinary functions for local governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources

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

**SECTION 1.** The City Council hereby accepts the Agreement for Participation in the Alameda County Operational Area Emergency Management Organization, attached as Exhibit A, and authorizes the City's participation in the Alameda County Operational Area Emergency Management Organization.

**SECTION 2.** The City Council hereby authorizes the City Manager to execute the Agreement, and any related documents, on behalf of the City.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on July 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 July 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

**EXHIBIT A**

**Agreement for Participation in the Alameda County Operational Area Emergency Management Organization**

AGENDA: _____ January 27, 2026

January 2, 2026

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

**SUBJECT: APPROVE AN AGREEMENT FOR PARTICIPATION IN THE ALAMEDA COUNTY OPERATIONAL AREA EMERGENCY MANAGEMENT ORGANIZATION**

Dear Board Members:

**RECOMMENDATION:**

Approve an agreement with cities, special districts, and nonprofit corporations to participate in the Alameda County Operational Area Emergency Management Organization, establishing a unified framework for disaster preparedness, response, recovery, and mitigation, effective upon execution by all parties through December 31, 2035, with no monetary compensation required except for reimbursement of direct costs under mutual aid agreements.

**DISCUSSION/SUMMARY:**

On May 10, 2016 (File No. 29782, Item No. 44), your Board approved an agreement that allows the County of Alameda and other local public entities to work together by sharing resources and information to protect the public.

The protection of life, property, and the environment is a shared responsibility of local, state, and federal governments. To support this responsibility, Alameda County, in collaboration with the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, and Union City, along with special districts and nonprofit corporations, has elected to enter into an agreement to promote a unified and coordinated approach among state and local agencies, facilitate mutual aid, and ensure the efficient and effective use of regional and local resources during a catastrophic event. The Alameda County Operational Area is an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the County area.

The agreement integrates and coordinates the County's available facilities and personnel into an efficient and effective organizational structure by defining roles, policies, and general procedures in accordance with the Standardized Emergency Management System. This approach ensures the most effective and cost-efficient allocation of resources. This provides a framework for collaboration and covers essential areas including communications, equipment, medical services, financial matters, and environmental and economic resources.

This agreement has been approved as to form by County Counsel.

**FINANCING**:

No additional appropriation is required. There will be no increase in net County cost as a result of your approval.

**VISION 2036 GOALS:**

This agreement meets the 10x goal pathways of **Crime Free County**, in support of our shared visions of **Safe and Livable Communities**.

Respectfully submitted,

Signed by:
April Luckett-Fahimi
7B226C003FF04FA...

*for*
Yesenia Sanchez
Sheriff-Coroner

YS:APE:ape

**AGREEMENT FOR PARTICIPATION IN ALAMEDA COUNTY OPERATIONAL AREA EMERGENCY MANAGEMENT ORGANIZATION**

This Agreement is made this _____ day of _____, 2026, by and between the County of Alameda and the cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement.

**WHEREAS**, the potential for a major catastrophe due to natural or manmade disaster requires all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

**WHEREAS**, greater efficiency and disaster preparedness response, recovery, and mitigation can be achieved by joining the efforts of the County of Alameda, the Cities, Special Districts, and other public benefit non-profit corporations together in pre-disaster agreements; and

**WHEREAS**, the California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization" created to perform extraordinary functions for local governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources;

**THE COUNTY, CITES, SPECIAL DISTRICTS, AND OTHER PUBLIC BENEFIT NON-PROFIT CORPORATIONS AGREE AS FOLLOWS:**

## 1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA EMERGENCY MANAGEMENT ORGANIZATION

The parties to this Agreement recognize an Operational Area, as the term is defined in the California Emergency Services Act (*California Government Code §8550 et seq.*) which designates an intermediate level of organization, cooperation, and planning between public entities within Alameda County boundaries.

The County of Alameda, cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement shall participate in this organizational structure, which is a partnership for a systematic approach for exchanging disaster intelligence, mutual aid requests, and resource requests in emergencies and also to provide emergency preparedness on a day-to-day basis through cooperative training and exercise activities.

The Operational Area Emergency Management Organization will be the primary contact point during an emergency in Alameda County for sharing disaster intelligence among local agencies and between the Operational Area Emergency Management Organization and state and federal agencies requesting information.

The Operational Area Emergency Management Organization will assist parties to this agreement to share resources before, during, and after an emergency, as well as to prepare, respond, and recover from disasters that strike Alameda County. The Operational Area Emergency Management Organization will prioritize competing needs according to the policies and procedures approved by the Operational Area Council.

Each of the parties to this Agreement will designate individuals to be trained to represent their agency in the Operational Area Emergency Management Organization. The training will be an orientation on the policies and procedures of the Operational Area Emergency Management Organization. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to represent the party to the Operational Area Emergency Management Organization.

## 2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties to this Agreement. There shall not be any monetary compensation required from any to another party as a condition of assistance provided under the agreement, except for reimbursement of direct costs as designated in mutual aid agreements. Nothing in this agreement shall be construed as altering any preexisting disaster response agreements between the parties.

## 3. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The Operational Area Emergency Management Organization and its policies and procedures will be regulated by the Standardized Emergency Management System as stated in *California Government Code §8607*, and its implementing regulations, *California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Standardized Emergency Management System*, and guidelines. The incident command system and a multi-agency coordination system, as described in those regulations and guidelines, will be used for coordination and direction of the parties to this agreement participating in emergency efforts. The *Alameda County Emergency Operations Plan* shall be the primary method and criteria used to conduct Operational Area Emergency Operations Center activities.

## 4. OPERATIONAL AREA COORDINATOR

The Sheriff/Director of Emergency Services is the Operational Area Coordinator. It is the responsibility of the Operational Area Coordinator to oversee the operation of the Operational Area Emergency Management Organization and to reasonably interpret the terms of this agreement.
It is the responsibility of the Operational Area Coordinator to encourage equal representation by parties to the agreement on a day-to-day basis and to include representatives of affected parties to this agreement and mutual aid coordinators in the operational decision making before, during, and after a disaster strikes Alameda County.

## 5. COUNCIL

An Operational Area Council is hereby established consisting of a representational membership of the party jurisdictions to this Agreement. The Council shall include one voting representative from each of the following:

a. The President of the **Board of Supervisors**, or his/her designee;

b. The **Sheriff/Director of Emergency Services**, or his/her designated alternate;

c. The **Alameda County Administrator**, or his/her designated alternate;

d. The **County Agency Heads** having primary functional responsibilities in a disaster, or their designated alternates;

Including, but not limited to:

1. Auditor-Controller
2. Fire Department
3. General Services Agency
4. Alameda County Health
5. Human Resource Services
6. Public Works Agency
7. Sheriff's Office
8. Social Services Agency

e. The President of the **Alameda County Emergency Managers' Association**, or his/her designated alternate;

f. The President of the **Alameda County Fire Chiefs' Association**, or his/her designated alternate;

g. The President of the **Alameda County Chiefs of Police and Sheriff's Association**, or his/her designated alternate;

h. A City Manager of a **North County City**, or his/her designated alternate, chosen annually by the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont to represent them in the Council;

i. A City Manager of a **South County City**, or his/her designated alternate, chosen annually by the cities of Fremont, Hayward, Newark, San Leandro, and Union City to represent them in the Council;

j. A City Manager of an **East County City**, or his/her designated alternate, chosen annually by the cities of Dublin, Livermore, and Pleasanton to represent them in the Council;

k. A General Manager of a **Regional District** based in Alameda County, or his/her designated alternate, chosen annually by participating regional districts, defined as a special district having service areas in more than one county, to represent them in the Council;

l. A General Manager of a **Special District**, or his/her designated alternate, chosen annually by participating special districts having their entire service area within the boundaries of Alameda County to represent them in the Council;

m. The **Alameda County Superintendent of Schools**, or his/her designated alternate, to represent the school districts of Alameda County;

n. A Director of a **Public Benefit Non-profit Corporation**, or his/her designated alternate, chosen annually by the Alameda County Voluntary Organizations Active in Disaster executive committee to represent them in the Council;

o. A Chief Executive Officer or President, or his/her designated alternate, of a **private sector company** doing business in this county that is an active member of the Emergency Managers' Association of Alameda County and is selected annually by the Operational Area Coordinator; and

p. Such representatives of **other organizations**, either civic, business, labor, veterans, professional or other organizations having an official group or organization having disaster responsibility and may be appointed by the Operational Area Coordinator.

It is the responsibility of the Operational Area Council to set the policies and procedures for the governing of the Operational Area Emergency Management Organization and to review and approve recommendations for changes to these policies and procedures on an annual basis. The Operational Area Council will also serve as the Alameda County Civil Defense and Disaster Council, as described in the *Alameda County Administrative Code, Chapter 2.118.* The County of Alameda will supply staff support for the Operational Area Council.

## 6. PROVISION OF FACILITIES AND SUPPORT

The County of Alameda shall provide its emergency operations center as the site for the Operational Area Emergency Management Organization. The County of Alameda will provide support staff for the emergency operations center and all reasonable supplies for the Operational Area Emergency Management Organization during actual activations, drills, and exercises. All parties to this Agreement may provide representatives for decision making and liaison to operational elements of the Operational Area Emergency Management Organization when activated.
The Operational Area Emergency Management Organization will facilitate the mutual aid systems used by local agencies to assist each other in a disaster with the resources necessary to save lives, mitigate property loss, and meet the basic needs of the people.

## 7. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all parties until December 31, 2035. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

## 8. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving thirty (30) days prior written notice to all other parties.

## 9. ADDITIONAL PARTIES

Additional parties, who are public entities within the geographical boundaries of Alameda County, may join in this Agreement and become a member party upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty (30) days following notification by the new party to all other parties to the execution of the exhibit. Thereafter, the entity shall be considered to be a party of this Agreement unless the entity withdraws as provided herein. Provided however, in the event any existing party to the Agreement gives all other parties notice of its objection to the addition of the particular entity becoming a member to this Agreement within the thirty (30) day notice period, the addition of such party to this Agreement shall require the consent of a two-thirds majority to the then member parties.

**10. INDEMNIFICATION AND HOLD HARMLESS**

Each of the parties agree to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the acts or omissions of the indemnifying parties' own employees and agents in the performance of this Agreement.

It is the intent of the parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed, and each party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the party's negligence.

**11. SALARIES, EMPLOYMENT AND WORKERS COMPENSATION BENEFITS**

The salaries, employment and workers compensation benefits of each employee participating in the Operational Area Emergency Management Organization shall be the responsibility of the party employing the individual. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:**

COUNTY OF ALAMEDA,
a political subdivision of the
State of California

By David J. Haubert
DAVID HAUBERT, President
Board of Supervisors

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on 1/27/2026; and that a copy has been delivered to the President as provided by Government Code section 25103.

ATTEST: BRITNEY DAVIS
Clerk, Board of Supervisors
Alameda County, California

By Nancy French, Deputy
Clerk, Board of Supervisors

APPROVED AS TO FORM AND CONTENT:

DONNA ZIEGLER
County Counsel

By Signed by: Clay Christianson
Clay Christianson
Deputy County Counsel

**CITY OF PLEASANTON**
**CITY COUNCIL**
**MINUTES**

**Tuesday, June 2, 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

Vice Mayor Gaidos pulled item 4 from the consent calendar for discussion.

## CONSENT CALENDAR

Mayor Balch stated the consent calendar item 1.a. is to approve an employment contract for Interim City Manager Joe Calabrigo.

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

**MOTION:** It was m/s by Councilmembers Nibert/Testa to approve the consent calendar as recommended with the exception of item 4 which was removed from the consent calendar. Motion passed by the following vote:

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

City Council and City Manager

1.

a. Approve Employment Contract for Interim City Manager with Joseph Calabrigo

Recommendation: Approve Employment Contract for Interim City Manager with Joseph Calabrigo which provides for a monthly salary of $25,000.

b. Approve meeting minutes of May 5, 2026

Recommendation: Approve meeting minutes of May 5, 2026.

2. Adopt a resolution calling a General Municipal Election to be held Tuesday, November 3, 2026; a resolution requesting consolidation with the Statewide General Election; and a resolution pertaining to the submission of candidate statements

Recommendation: Adopt Resolution No. 2026-040 calling a General Municipal Election to be held Tuesday, November 3, 2026; Resolution No. 2026-041 requesting consolidation with the Statewide General Election; and Resolution No. 2026-042 pertaining to the submission of candidate statements.

Community and Economic Development

3. A) Adopt Ordinance No. 2306 approving: (1) Annexations (P18-0078) of parcels totaling 130.98 acres from unincorporated Alameda County to the City of Pleasanton; (2) General Plan Amendments (P18-0079) redesignating residential areas from Open Space–Public Health and Safety to Low Density Residential and open space areas from Low Density Residential to either Open Space–Public Health and Safety or Open Space–Parks and Recreation; (3) Rezoning (P18-0081) parcels from Pre-Zoned PUD–OS-A&G/OS-PH&S/LDR/HOZ (Planned Unit Development–Open Space–Agriculture and Grazing/Open Space–Public Health and Safety/Low Density Residential/Housing Opportunity Zone) Districts to PUD–OS-A&G/OS-PH&S/LDR (Planned Unit Development–Open Space–Agriculture and Grazing/Open Space–Public Health and Safety/Low Density Residential) Districts; (4) A Planned Unit Development (PUD-130) to construct 28 detached single-family residences, demolish and reconstruct two existing single-family residences, and install related on- and off-site improvements and infrastructure; and (5) A Vesting Tentative Tract Map (Tract 8569) to subdivide parcels totaling 128.5 acres into either single-family lots or private and public open space; and

B) Adopt Ordinance No. 2307 approving a Pre-Annexation and Development Agreement

Recommendation: A) Adopt Ordinance No. 2306 approving: (1) Annexations (P18-0078) of parcels totaling 130.98 acres from unincorporated Alameda County to the City of Pleasanton; (2) General Plan Amendments (P18-0079) redesignating residential areas from Open Space–Public Health and Safety to Low Density Residential and open space areas from Low Density Residential to either Open Space–Public Health and Safety or Open Space–Parks and Recreation; (3) Rezoning (P18-0081) parcels from Pre-Zoned PUD–OS-A&G/OS-PH&S/LDR/HOZ

(Planned Unit Development–Open Space–Agriculture and Grazing/Open Space–Public Health and Safety/Low Density Residential/Housing Opportunity Zone) Districts to PUD–OS-A&G/OS-PH&S/LDR (Planned Unit Development–Open Space–Agriculture and Grazing/Open Space–Public Health and Safety/Low Density Residential) Districts; (4) A Planned Unit Development (PUD-130) to construct 28 detached single-family residences, demolish and reconstruct two existing single-family residences, and install related on- and off-site improvements and infrastructure; and (5) A Vesting Tentative Tract Map (Tract 8569) to subdivide parcels totaling 128.5 acres into either single-family lots or private and public open space; and

B) Adopt Ordinance No. 2307 approving a Pre-Annexation and Development Agreement.

Library and Recreation

*Item 4 was pulled for additional discussion.*

Public Works

5. Adopt resolutions preliminarily approving the Engineer's Reports for Landscape Maintenance Districts 1984-1 (Ponderosa-Del Prado), 1993-1 (Windsor), 1993-2 (Bonde Ranch), 1994-1 (Oak Tree Farm), and 1995-1 (Moller Ranch), declaring the City's intention to assess the properties for the cost to operate and maintain the districts; and setting July 21, 2026, at 7:00 p.m. as the date and time for the public hearing

   Recommendation: Adopt Resolution Nos. 2026-043, 2026-044, 2026-045, 2026-046 and 2026-047:

   1. Preliminarily approving the Engineer's Reports for Landscape Maintenance Districts 1984-1 (Ponderosa-Del Prado), 1993-1 (Windsor), 1993-2 (Bonde Ranch), 1994-1 (Oak Tree Farm), and 1995-1 (Moller Ranch);
   2. Declaring the City's intention to assess properties for the cost of operating and maintaining the districts; and
   3. Setting July 21, 2026, at 7:00 p.m. as the date and time for the public hearing and authorizing the City Clerk to publish a notice of annual hearing in accordance with California Streets and Highways Code section 22626(a).

6. Accept public improvements performed by Bay Cities Paving & Grading, Inc., for the Hopyard Road at Owens Drive Intersection Improvements Project, CIP No.15525 and approve budget amendments

   Recommendation:

   1. Accept the Hopyard Road at Owens Drive intersection improvements project

as complete and authorize the City Clerk to file a Notice of Completion pursuant to California Civil Code section 9204;
2. Authorize the release of the retention in the amount of approximately $210,342 to Bay Cities Paving & Grading, Inc., 30 calendar days after recordation of the Notice of Completion;
3. Approve a budget amendment to return $950,348 of remaining project funding to the fund balance in the Street CIP General Fund (Fund 211) for future eligible projects; and
4. Approve a budget amendment to return $152,354 of the remaining project funding to the fund balance in Transportation Development Fees (Fund 212) for future eligible projects.

7. Accept public improvements performed by Integra Construction Services, Inc. for the Lions Wayside and Delucchi Park Renovations, CIP No. 06716, and approve a budget amendment in the Park Development Impact Fee Fund

   Recommendation:

   1. Accept public improvements performed by Integra Construction Services, Inc. for the Lions Wayside and Delucchi Parks Renovations project, CIP No. 06716, as complete.
   2. Authorize the City Clerk to file a Notice of Completion.
   3. Approve a budget amendment to reduce the project's remaining budget, $36,834, to $0 in the Park Development Impact Fee Fund (Fund 222).

8. Authorize the City Manager to enter into Professional Services Agreements with Bennett Engineering Services, CSG Consultants, Inc., Sanbell-Bay Area, and Wilsey Ham for On-Call Civil Engineering Services, each in an amount not to exceed $500,000 for a three-year term, with options for two one-year extensions

   Recommendation:

   1. Authorize the City Manager to enter into Professional Services Agreements with Bennett Engineering Services, CSG Consultants, Inc., Sanbell-Bay Area, and Wilsey Ham for on-call civil engineering services, each in an amount not to exceed $500,000 for a three-year term, with options for two one-year extensions.
   2. Authorize the City Manager to execute the attached Professional Services Agreements.
   3. Authorize the Director of Public Works, or designee, to approve individual task authorizations up to $100,000, and authorize the City Manager to approve individual task authorizations up to $200,000. Task authorizations exceeding $200,000 shall be presented to the City Council for consideration.

**MEETING OPEN TO THE PUBLIC**

9. Presentation of a proclamation declaring June 2026 as Pride Month

   Presentation by Cm. Eicher to recipient PFLAG Tri-Valley.

10. 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: Valerie Arkin and Kelly Cousins.

    Mayor Balch closed the public comment.

**PUBLIC HEARINGS AND OTHER MATTERS**

11. Approve the proposed Sewer Rate Structure, Sewer Rate, and updated Sewer Connection Fees to support implementation of the Sewer Rate Study's Financial Plan Scenario 1 - Maintain

    Recommendation: Approve the proposed sewer rate structure, sewer rates, and updated sewer connection fees needed to implement the Rate Study Financial Plan's Scenario 1 – Maintain, including:

    1. Update the sewer rates for condominium and multifamily homes to be the same, consistent with DSRSD methodology;
    2. Revise the sewer rate methodology for commercial and industrial customers to align with DSRSD by providing one collection rate regardless of business classification; and
    3. Continue differentiating between non-submetered and submetered Pleasanton Unified School District customers.

    Presentation by Siew-Chin Yeong, Director of Public Works and Nancy Phan (WRE).

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

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

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

12. Provide direction on a draft resolution and draft ordinance for a potential local transient

occupancy tax ballot measure for the November 3, 2026, general municipal election

Recommendation: Staff recommends that the City Council provide direction on a draft resolution and draft ordinance for a potential local transient occupancy tax ballot measure for the November 3, 2026, general municipal election.

Presentation by Aaron Zavala, Assistant to the City Manager.

Mayor Balch opened public comment. The following individuals provided comment: Kelly Cousins, Valerie Arkin.

Mayor Balch closed the public comment.

**MOTION:** It was m/s by Councilmembers Nibert/Testa to proceed with placement of a local transient occupancy tax ballot measure on the November 3, 2026 election. Motion passed by the following vote:

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

**MOTION:** It was m/s by Nibert/Testa to approve a single rate implementation at 12% beginning in 2027. Mayor Balch requested an amendment to implement the rate in a phased approach beginning at 10% in 2027 and 12% in 2028.

**AMENDED MOTION:** It was m/s by Nibert/Balch to approve the rate with the phased implementation beginning at 10% in 2027 and 12% in 2028. Motion passed by the following vote:

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

Mayor Balch called a recess at 9:09 p.m. and reconvened the meeting at 9:19 p.m.

13. Adopt a resolution approving the City of Pleasanton 2025 Urban Water Management Plan and Water Shortage Contingency Plan

    Recommendation: Adopt Resolution No. 2026-048 approving the City of Pleasanton 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

    Presentation by Siew-Chin Young, Public Works Director, and Colin Dixon (EKI Consulting).

    Mayor Balch opened public comment. The following individuals provided comment: Jamie Yee.

Mayor Balch closed the public comment.

4. Approve annual street closures for 2026

Recommendation: Approve annual street closures for 2026.

Vice Mayor Gaidos made a motion to add the closure of Second Street (north to south) on Halloween 2026 to the list.

Mayor Balch opened public comment. The following individuals provided comment: Jamie Yee.

Mayor Balch closed the public comment.

**MOTION:** It was m/s by Councilmembers Gaidos/Nibert to approve the street closures list as presented. Motion passed by the following vote:

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

## MATTERS INITIATED BY COUNCIL

Vice Mayor Gaidos requested a cost analysis for a Second Street closure on Halloween for consideration at a future City Council agenda item. The matter was approved by majority consensus.

## COUNCIL REPORTS

Councilmembers reported on regional and local meetings attended.

## CITY MANAGER UPDATES

City Manager Beaudin provided remarks.

The City Council provided remarks.

## ADJOURNMENT

Mayor Balch adjourned the meeting at 10:45 p.m.

_____
Jocelyn Kwong, City Clerk

**CITY OF PLEASANTON**
**CITY COUNCIL**
**MINUTES**

**Tuesday, June 16, 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 Gaidos, Nibert, Testa, Mayor Balch
Absent: Councilmember Eicher

## AGENDA AMENDMENTS

City Manager Calabrigo recommended that the City Council remove item 15 from the consent calendar for discussion and any questions for the consultant, and subsequently consider continuation of the item to the July 7 City Council meeting. Mayor Balch removed item 15 from the consent calendar for discussion as recommended by the City Manager.

Vice Mayor Gaidos requested to continue item 20 to the July 7 City Council meeting to request additional images of the gas station signage.

Councilmember Testa requested to remove item 5 from the consent calendar for further discussion. Cm. Testa requested to continue item 2 to the July 7 City Council meeting due to Councilmember Eicher being absent from the meeting and serves as the other member on the ad-hoc subcommittee.

## CONSENT CALENDAR

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

**MOTION:** It was m/s by Councilmember Nibert/Councilmember Gaidos to approve the consent calendar with the exception of items 2, 5, and 15. Motion passed by the following vote:

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

City Manager

1. Approve meeting minutes of May 19, 2026

   Recommendation: Approve meeting minutes of May 19, 2026.

2. Introduce an ordinance updating the Pleasanton Municipal Code Title 2 to modify the duties, frequency of meetings, and maintenance of membership for the Civic Arts, Human Services, Library, and Parks and Recreation Commissions, and modify the membership and meeting frequency for the Youth Commission

   *Item continued.*

3. Adopt a resolution amending the local Conflict of Interest Code and updating the list of designated positions required to file Statements of Economic Interests

   Recommendation: Adopt Resolution No. 2026-049 amending the local Conflict of Interest Code and updating the list of designated positions required to file Statements of Economic Interests.

Community and Economic Development

4. Approve and authorize the City Manager to execute second amendments to extend the term of the agreements with Hexagon, TJKM, and Fehr and Peers for on-call transportation consultant services, and approve an increase of $200,000 to the aggregate contract authorization, to a new total aggregate of $700,000 through June 30, 2027

   Recommendation: Approve and authorize the City Manager to execute the Second Amendments to the professional services agreements with Hexagon, TJKM, and Fehr and Peers for on-call transportation consultant services, to extend the term of the agreements until June 30, 2027, and increase the aggregate not-to-exceed total across all three contracts by $200,000, to a new total aggregate not-to-exceed amount of $700,000.

Finance

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

   Recommendation: Accept claim disbursements in the amount of $18,502,999 and the investment report for the month of April 2026.

7. Adopt a resolution approving Fiscal Year 2026/27 Investment Policy and Guidelines

   Recommendation: Adopt Resolution No. 2026-050 approving the Investment Policy and Guidelines for FY 2026/27.

8. Adopt a resolution approving the Fiscal Year 2026/27 Appropriations Limit

   Recommendation: Adopt Resolution No. 2026-051 approving the Fiscal Year 2026/27 Appropriations Limit.

9. Approve Fiscal Year 2026/27 recurring purchase order agreements

   Recommendation: Authorize the issuance of recurring purchase order agreements to vendors for FY 2026/27.

Human Resources

10. Authorize the City Manager to enter into a professional services agreement with Innovative Claim Solutions, Inc., to provide third-party administration of the City's workers' compensation program, for a three-year term through June 30, 2029, with the option to renew for two successive one-year terms, for a total not-to-exceed amount of $1,399,579 over five years

    Recommendation: Authorize the City Manager to enter into a professional services agreement with Innovative Claim Solutions, Inc., to provide third-party administration of the City's workers' compensation program, for a three-year term through June 30, 2029, with the option to renew for two successive one-year terms, for a total not-to-exceed amount of $1,399,579 over five years. Renewals will be mutually agreed upon by both parties.

Library and Recreation

11. Authorize the City Manager to enter into the second amendment to the joint use agreement with Pleasanton Unified School District for the middle school gymnasiums

    Recommendation: Authorize the City Manager to enter into the second amendment to the joint use agreement with Pleasanton Unified School District for the middle school gymnasiums.

Public Works

12. Adopt a resolution approving rates for solid waste, recyclable materials, and organic materials collection for fiscal year 2026/27 as required by the Franchise Agreement between the City and Pleasanton Garbage Service, Inc.

    Recommendation: Adopt Resolution No. 2026-052 approving rates for solid waste, recyclable materials, and organic materials collection for FY 2026/27, as required by the Franchise Agreement between the City and PGS, and approve the FY 2026/27 garbage rate adjustment of 2.23 percent.

13. Approve plans and special provisions, and authorize the City Manager to enter into an agreement with Villalobos and Associates in the amount of $127,490 for the 2026 Miscellaneous Sidewalk and Pathway Replacement Project, CIP No. 26511, and approve a budget amendment to fund the project

    Recommendation:

    1. Approve plans and special provisions for the 2026 Miscellaneous Sidewalk and Pathway Replacement Project, CIP No. 26511;
    2. Authorize the City Manager to enter into a construction contract with Villalobos and Associates for the low bid amount of $127,490;
    3. Authorize the Director of Public Works to approve and execute contract change orders from a project contingency not-to-exceed $25,500, approximately 20 percent of the contract; and
    4. Approve a budget amendment transferring $168,133 from the Deferred Maintenance – Asset Management Plan, CIP No. 26489 (Fund 201), to the 2026 Miscellaneous Sidewalk and Pathway Replacement Project, CIP No. 26511.

14. Approve plans and special provisions, and authorize the City Manager to enter into an agreement with Frontline General Engineering, Inc., in the amount of $284,951 for the Sassafras Court Storm Drain Interceptor Project, CIP No. 22484; and authorize the Director of Public Works to approve and execute contract change orders from a project contingency not to exceed $44,843

    Recommendation:

    1. Approve plans and special provisions for the Sassafras Court Storm Drain Interceptor Project, CIP No. 22484;
    2. Authorize the City Manager to enter into a construction contract with Frontline Engineering, Inc., for the low bid amount of $284,951; and
    3. Authorize the Director of Public Works to approve and execute contract change orders from a project contingency not-to-exceed $44,843 or approximately 15 percent of the contract amount.

**MEETING OPEN TO THE PUBLIC**

16. Presentation of a proclamation recognizing Juneteenth 2026

    Vice Mayor Gaidos presented the proclamation to recipient Cheza Nami Foundation.

17. Presentation of a proclamation recognizing the 250th Anniversary of the United States

Vice Mayor Gaidos presented the proclamation to recipient American Legion Post 237.

18. 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: Anne Matarrese Everton, Jan Coleman Knight, Laurie Herbert, Tony Shuga, Jan Kuchinsky, Vicki LaBarge, Kelly Cousins, Anika Nicolas, Aurora Nicolas, Austin Nicolas, and Linda Kelly.

    Mayor Balch closed the public comment.

## PUBLIC HEARINGS AND OTHER MATTERS

19. Adopt a resolution approving a policy establishing a process for public meeting disruptions under Senate Bill 707

    Recommendation: Adopt Resolution No. 2026-053 approving a policy establishing a process for public meeting disruptions under Senate Bill 707.

    Presentation by Jocelyn Kwong, City Clerk.

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

    **MOTION:** It was m/s by None/None to approve the item as recommended. Motion passed by the following vote:

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

20. Review an application for Sign Design Review to rebrand an existing 76 Gas Station and Circle K Market to Shell Gasoline and FastFill Market located at 4191 First Street, filed as Case No. P25-0300

    *Item continued.*

15. Authorize the City Manager to enter into agreements with Core & Main LP for the water meter Advanced Metering Infrastructure (AMI) Capital Expenditure Project in an amount not to exceed $10,262,257 and the AMI Operation Expenditure Services in an amount not to exceed $2,514,096, and authorize a five percent aggregate contingency for the Water Meter and Advanced Metering Infrastructure Replacement Project, CIP No. 26137

Recommendation:

1. Authorize the City Manager to enter into an AMI CPX Agreement for Goods and Services with Core & Main LP for the Water Meter and AMI Replacement Project in an amount not to exceed $10,262,257;
2. Authorize the City Manager to enter into an AMI OPX Agreement for Goods and Services with Core & Main LP, for the software services, network services, and future water meters purchases in an amount not to exceed $2,514,096; and
3. Authorize the Director of Public Works, or designee, to approve and execute change orders for the awarded agreements, subject to a total aggregate contingency amount not to exceed $513,113, which is equal to five percent of the total awarded contract amount.

Presentation by Siew-Chin Yeong, Public Works Director.

Mayor Balch opened public comment. The following individuals provided comment: Valerie Pryor.

Mayor Balch closed the public comment.

**MOTION:** It was m/s by Nibert/Gaidos to continue the item to the July 7, 2026 City Council meeting. Motion passed by the following vote:

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

5. Approve and authorize the City Manager to execute a Design Professional Services Agreement with Kier and Wright Civil Engineers and Surveyors, Inc., in the amount of $925,411 for the development, evaluation, and creation of a precise roadway alignment for El Charro Road (CIP 27501), and approve the related budget amendments

   Recommendation: Approve and authorize the City Manager to execute the Design Professional Services Agreement with Kier and Wright Civil Engineers and Surveyors, Inc., in the amount of $927,618, and approve budget amendments to transfer $925,411 from the Tri-Valley Transportation Development Fee Reserve, CIP No. 01541, to the El Charro Road Precise Roadway Alignment Project, CIP No. 27501 (21430124-440108-27501) in the Tri-Valley Transportation Development Fund (Fund 214).

   Presentation by Mike Tassano, Traffic Engineer.

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

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

Ayes: Councilmembers Gaidos, Nibert, Mayor Balch
Noes: Councilmember Testa
Absent: Councilmember Eicher

## MATTERS INITIATED BY COUNCIL

Councilmember Testa requested further discussion to increase the number of Main Street closures on first Wednesdays. Matter failed for lack of majority consensus.

Councilmember Nibert requested a draft resolution of support at a future City Council meeting on the FCI facility. Matter failed for lack of majority consensus.

Councilmember Gaidos requested discussion on barrier locations of street closures during Weekends on Main on the south side to permit parking options by Vic's. Matter failed for lack of majority consensus.

## COUNCIL REPORTS

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

Councilmembers reported on regional and local meetings attended.

## CITY MANAGER UPDATES

Interim City Manager Calabrigo provided informational updates on the community and organization.

## ADJOURNMENT

Mayor Balch adjourned the meeting at 9:40 p.m.

_____
Jocelyn Kwong, City Clerk

CITY COUNCIL AGENDA REPORT

July 21, 2026
Community and Economic Development

**TITLE: ADOPT RESOLUTIONS OF LOCAL SUPPORT AND AUTHORIZE STAFF TO SUBMIT APPLICATIONS TO THE ALAMEDA COUNTY TRANSPORTATION COMMISSION FOR A TOTAL OF $14,637,500 IN FUNDING FROM THE 2028 COMPREHENSIVE INVESTMENT PLAN FOR THE FOLLOWING FOUR PROJECTS: 1) THE WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT - CONSTRUCTION PHASE 2 (CIP NO. 11514) ($7,050,000); 2) THE I-680/SUNOL BOULEVARD INTERCHANGE MODERNIZATION PROJECT - CONSTRUCTION PHASE 1 (CIP NO. 15551) ($2,000,000); 3) THE I-580 OVERCROSSING BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT - CONSTRUCTION PHASE (CIP NO. 22570) ($4,462,500); AND 4) THE CITY OF PLEASANTON TRANSPORTATION TECHNOLOGY UPGRADE PROJECT ($1,125,000)**

## SUMMARY

The Alameda County Transportation Commission (Alameda CTC) issued a Notice of Funding Opportunity (NOFO) to solicit applications for the 2028 Comprehensive Investment Plan. The 2028 Alameda CTC Comprehensive Investment Plan includes a total of $200 million in combined Alameda CTC-administered discretionary local funding sources, including Measure B and BB, Vehicle Registration Fee (VRF), and Transportation Fund for Clear Air (TFCA). Applications are due at 5:00 PM on July 27, 2026.

Staff recommends submitting funding applications to the Alameda CTC for the following four projects: 1) the West Las Positas Boulevard Multimodal Reconstruction Project (construction phase 2 between Stoneridge Drive and Santa Rita Road; CIP No. 11514) in the amount of $7,050,000; 2) the I-680/Sunol Boulevard Interchange Modernization Project (construction phase 1; CIP No. 15551), in the amount of $2,000,000; 3) the I-580 Overcrossing Bicycle and Pedestrian Improvements Project (construction phase; CIP No. 22570), in the amount of $4,462,500; and 4)and the Pleasanton Transportation Technology Upgrade project in the amount of $1,125,000. The applications would represent a total of $14,637,500 in funding requests.

## RECOMMENDATION

Staff recommends that the City Council authorize staff to submit four applications to the Alameda CTC for the 2028 Comprehensive Investment Plan and authorize the City Manager to execute Resolutions of Local Support for:

1. West Las Positas Boulevard Multimodal Reconstruction Project (construction phase 2 between Stoneridge Drive and Santa Rita Road, CIP No. 11514), in the amount of $7,050,000
2. I-680/Sunol Boulevard Interchange Modernization Project, (construction phase 1, CIP

No. 15551), in the amount of $2,000,000
3. I-580 Overcrossing Bicycle and Pedestrian Improvements (construction phase, CIP No. 22570), in the amount of $4,462,500
4. Pleasanton Transportation Technology Upgrade in the amount of $1,125,000

## BACKGROUND

Alameda CTC's Comprehensive Investment Plan is a near-term strategic planning document that consolidates funding sources administered by Alameda CTC and programs them through a single programming cycle. Alameda CTC's funding sources for the 2028 Comprehensive Investment Plan are: Measure B, Measure BB, Vehicle Registration Fee (VRF), Transportation Fund for Clean Air (TFCA), I-580 Toll Revenues, federal One Bay Area Grant Cycle 4 (OBAG 4), and Community Action Resource and Empowerment (CARE).

The Alameda CTC Comprehensive Investment Plan's purpose is to strategically program available funds toward transportation investments that support the vision and goals of the Alameda CTC's Countywide Transportation Plan, multi-modal plans, and voter-approved transportation expenditure plans.

In the 2026 Alameda CTC Comprehensive Investment Plan Cycle, $100 million in funding was available. The City was awarded $750,000 in project design funding for the West Las Positas Boulevard Multimodal Reconstruction Project for the section between Stoneridge Drive and Santa Rita Road and $525,000 in project design funding for the I-580 Overcrossing Bicycle and Pedestrian Improvements Project.

## DISCUSSION

In the 2028 Alameda CTC Comprehensive Investment Plan, $200 million is available. The minimum request for Capital Improvement projects is $500,000, the maximum is $10,000,000, and a minimum 25 percent local match is required for each requested phase of the project. The 2028 Alameda CTC Comprehensive Investment Plan funding programming spans fiscal years 2027/28 through 2031/32, with funding allocations in fiscal years 27/28 and 28/29.

Agencies are limited to four applications, with a resolution of local support required for each application. The City of Pleasanton recommends submitting applications for the following four projects:

<u>1) West Las Positas Boulevard Multimodal Reconstruction Project (Construction Phase 2), CIP No. 11514 - $7,050,000</u>

Phase 2 of the West Las Positas Boulevard Multimodal Reconstruction project will complete the eastern segment of West Las Positas Boulevard (Owens Drive to Fairlands Drive), creating protected intersections at Owens Drive and West Las Positas Boulevard, elevated bike lanes, reconstructed medians, and new sidewalks on the south side of the roadway. The projected construction cost for Phase 2 is $9,400,000. The total request for 2028 Alameda CTC Comprehensive Investment Plan funds for this project is $7,050,000, exclusive of the local match. Should funds be awarded, the City will provide a total local match of $2,350,000 from Traffic Impact Fee, Measure BB, and/or Miscellaneous Capital Improvement Project funds to fully fund the project. Authorization to allocate the local match funding would be brought to the City Council at a future meeting.

Phase 1 of the project is partially funded by the 2024 Alameda CTC Comprehensive Investment Plan ($9,000,000). Phase 2 design is anticipated to be completed by the end of 2026 and is funded through the 2026 Alameda CTC Comprehensive Investment Plan ($750,000).

2) I-680/Sunol Interchange Modernization Project (Construction Phase 1) - CIP No. 15551
The City, with Caltrans oversight, is in the design phase of the I-680/Sunol Interchange Modernization Project. This project must follow Caltrans' project development procedures, as the interchange is owned by the State. The City has completed two prior project phases: Project Study Report – Project Development Support and Project Approval & Environmental Document. Project Design, the current phase, began in late 2024.

The overall project would modernize and improve the operations and safety of the interchange by adding traffic signals at the I-680 northbound and southbound on/off ramps at Sunol Boulevard, adding a multipurpose lane and a high-occupancy toll lane for the southbound I-680 on-ramp, widening a portion of the Sunol Boulevard bridge, and improving bicycle facilities between Arlington Drive and the interchange. The estimated total cost for these improvements is $21,100,000. In 2024, the City was awarded $6,000,000 in State Transportation Improvement Funds for construction. Obligation of these funds will occur when the project is ready for bidding. No other construction funds have been identified for this project.

The northbound and southbound on/off ramp intersections with Sunol Boulevard are currently identified as a focused high-injury corridor and intersection in the Pleasanton Transportation Safety Action Plan. Staff proposes splitting the I-680/Sunol Interchange Modernization Project into two phases to expedite safety improvements at the two on- and off-ramp intersections. Phase 1 will construct two traffic signals at the I-680 northbound and southbound on/off ramps, widening a portion of eastbound Sunol Boulevard, and install striping improvements and bicycle facility improvements at the interchange. The estimated construction cost for Phase 1 is $8,000,000. Completion of the Phase 1 design is anticipated in the first quarter of 2027.

Staff recommends requesting $2,000,000 in 2028 Alameda CTC Comprehensive Investment Plan funds and matching it with the already-awarded 2024 State Transportation Improvement Program (STIP) funds to address the entire Phase 1 construction cost. The City will continue to progress the design for Phase 2 and identify future construction funding opportunities.

3) I-580 Overcrossing Bicycle and Pedestrian Improvements Project (Construction Phase), CIP 22570
This project, which ranks as priority #3 in the Bicycle and Pedestrian Master Plan, aims to create safer bicycle and pedestrian facilities for traveling to and from Pleasanton and Dublin on the I-580 overcrossings at Hopyard Road, Hacienda Drive, and Santa Rita Road. Construction will include bicycle and pedestrian improvements with protected bicycle lanes, rectangular flashing beacons at each unsignalized crosswalk, upgraded accessible curb ramps, high-visibility crosswalks, and pedestrian hybrid beacons at the multi-lane uncontrolled crossing on Santa Rita Road. The estimated construction cost is $2,580,000.

The 2026 Alameda CTC Comprehensive Investment Plan allocated $525,000 for project design, with completion anticipated at the end of 2026, after which the project will proceed to the construction phase.

Pleasanton's proposed improvements terminate at the City of Dublin limits on the northern end of each overcrossing. Dublin separately proposes to improve pavement conditions and address bicycle facility gaps north of each overcrossing at Dougherty Road, Hacienda Drive, and Tassajara Road between the Dublin City limit and Dublin Boulevard through their Local Street Resurfacing at I-580 Interchanges Project.

In consultation with Alameda CTC, staff determined that a joint application between the Cities of Pleasanton and Dublin would elevate the project, as it would represent a regional partnership that provides cross-jurisdictional connections. Dublin's estimated construction cost for resurfacing and bicycle improvements in their jurisdiction is $3,370,000.

Under this approach, the City of Pleasanton would serve as the lead agency, with the City of Dublin participating as a partner and remaining closely involved to ensure integration with their planned improvements. Dublin would provide a Letter of Commitment to support the application.

The combined estimated construction cost is $5,950,000. For the City of Pleasanton's portion of the project, staff recommends using future Transportation Development Act (TDA) Article III funds for the $645,000 required local match. Dublin's local match is $842,500, which will be provided through their Measure BB Local Sales Tax. The total request for 2028 Alameda CTC Comprehensive Investment Plan funds for both projects is $4,462,500.

If awarded, staff will return to the City Council with a Memorandum of Understanding, and a cost-sharing agreement with the City of Dublin, and will update the project description for CIP 22570 to include the work in Dublin.

4) Pleasanton Transportation Technology Upgrade

The fourth project addresses a series of investments to upgrade and improve the City's transportation technology:

- *Fiber Optic Upgrades. During* the 1980s and 1990s, approximately 17.5 miles of copper traffic signal interconnect line was installed throughout the city, primarily in the Hacienda Business Park, and along Foothill Road and Santa Rita Road. As traffic and transportation technology have expanded, the performance of the traffic signal interconnect decreased with additions to the traffic network, such as cameras, video detection, and intersection analysis devices, resulting in communication delays between the City's traffic operations center and field devices. The decrease in performance also limits the City's ability to add new technology to the network. Staff proposes replacing 7.5 miles of copper interconnect in key corridors with fiber-optic interconnect, which provides superior bandwidth, zero electromagnetic interference, and longer reach than copper.

- *Traffic Signal Controller Upgrades.* Along with the fiber optic upgrades, the City will replace aging traffic signal controllers at 15 intersections on Foothill Road, Stoneridge Drive, Bernal Avenue, Hopyard Road, Owens Drive, and West Las Positas Boulevard. The traffic signal controllers are nearing the end of their useful life, and staff recommends proactively upgrading these devices before they fail.

- *Enhanced Collision Dashboard.* During the development of the Pleasanton Transportation Safety Action Plan (PTSAP), a collision dashboard was created as an analysis tool to track various collision-related attributes. The dashboard also identified a focused high-injury network across all modes of transportation and a network specific to bicycle and pedestrian collisions. This dashboard was essential in identifying where the City should focus its transportation safety work.

The next evolution of this dashboard is to expand it to create new analytical tools that match safety countermeasures to address collisions, track implementation costs, and measure effectiveness. These tools would improve staff's ability to track, visualize, report, and analyze collision data, both for internal use and for inclusion in public-facing reports and documents.

The estimated project cost for the fiber optic, traffic controller, and dashboard upgrade is $1,500,000. Staff recommends using future Fund 201 – Miscellaneous Capital Improvement Project funds to complete the $375,000 required local match. The total request for 2028 Alameda Comprehensive Investment Plan funds is $1,125,000. If awarded, a Pleasanton capital improvement project number will be established as part of an item to request funding acceptance and allocate local matching funds at a future City Council meeting.

Project Eligibility

Each of the City's proposed projects for the 2028 Alameda CTC Comprehensive Investment Plan meets one or more key eligibility requirements for project submission:

- Projects must be included in the 2020 Countywide Transportation Plan project listings (10-year priority, 30-year priority, or Programmatic Projects).
- Bike projects must demonstrate a direct benefit to the Countywide Bikeways Network and meet Alameda CTC's All Ages and Abilities Policy.
- Projects must demonstrate a public benefit towards enhancing, building, and maintaining the multimodal transportation infrastructure in Alameda County.
- Projects may include new or upgraded bicycle/pedestrian facilities, bicycle lane striping, designated pedestrian path markings, signage/signals, bicycle parking, street reconfigurations, street closures, and bicycle/pedestrian safety improvements.
- Projects that improve transportation safety.
- Technology projects that facilitate safety through operations, controller upgrades, and traffic signal interconnection.

The Alameda CTC anticipates issuing grant award recommendations in May 2027.

## EQUITY AND SUSTAINABILITY

This grant, if received, advances Climate Action Plan (CAP 2.0) Strategy TLU-2 E3, Implement Bicycle & Pedestrian Master Plan, Strategy TLU-2 E5. Implement Complete Streets Program. The proposed projects in the grant include safety improvements that will benefit youth, seniors, pedestrians, cyclists, and motorists. Having a convenient, safe, and comfortable multimodal transportation network is critical to supporting users of all ages and abilities, improving transportation options, and benefiting the environment.

## OUTREACH

*2018 Bicycle Pedestrian Master Plan*

The grant funding requests are consistent with the priorities established through the Bicycle Pedestrian Master Plan, including bicycle and pedestrian improvements for both the West Las Positas Boulevard (priority #1) and the I-580 overcrossings (priority #3) in the 2018 Bicycle and Pedestrian Master Plan. Extensive outreach was conducted for the Master Plan, including Bicycle-Pedestrian Trails Committee meetings, community meetings, and field walks.

*Pleasanton Transportation Safety Action Plan*

The grant funding requests are also consistent with the priorities in the recently-adopted 2026 PTSAP. The intersection of I-680 on and off-ramps with Sunol Boulevard is identified in the high-injury network in the 2026 PTSAP due to the concentration of injury-related collisions over a five-year span. The dashboard was created as an analysis tool to track various collision-related attributes and was instrumental in presenting data and analysis during PTSAP community meetings. A total of 16 outreach meetings were held, including stakeholder, community, and citywide meetings with civic organizations. The PTSAP was approved by the City Council on May 19, 2026.

## STRATEGIC PLAN ALIGNMENT

Approval of this action advances the ONE Pleasanton citywide Strategic Plan Goal *Funding Our Future* A.2. to "identify expanded and new revenue sources to address significant infrastructure needs" and *Investing in Our Environment,* C.1. to "implement the four-year CIP to complete design and construction of budgeted capital projects." This action will allow the opportunity for the City to receive significant new grant funding in support of planned capital improvement projects.

## FISCAL IMPACT

Upon Council authorization, the City will submit four 2028 Comprehensive Investment Plan applications to the Alameda CTC requesting (if awarded, grant funds will be placed in Fund 162):

- $7,050,000 for West Las Positas Boulevard Multimodal Reconstruction Project (construction phase 2 between Stoneridge Drive and Santa Rita Road), CIP No. 11514
- $2,000,000 for I-680/Sunol Boulevard Interchange Modernization Project (construction phase 1), CIP No. 15551
- $4,462,500 for the I-580 Overcrossing Bicycle and Pedestrian Improvements Project (construction phase), CIP No. 22570
- $1,500,000 for the Pleasanton Transportation Technology Upgrade Project

A 25 percent local match is required for each project phase (e.g., design or construction). Awarded projects will be allocated funds across fiscal years 2027/28-2031/2032. Staff are requesting an allocation starting in FY27/28, although Alameda CTC reserves the right to assign a different year depending on funding and project submissions. Below is a breakdown of the proposed project funding and allocation by year.

The total project cost for construction of the **West Las Positas Boulevard Multimodal Reconstruction Project** (Phase 2 Stoneridge Drive to Santa Rita Road), CIP No. 11514 is

$9,400,000.

| Construction | FY27/28 |
|---|---|
| 2028 Alameda CTC Comprehensive Investment Plan Request | $7,050,000 |
| Local Match – Future Measure BB, TIF | $2,350,000 |
| Total | $9,400,000 (Construction) |

The total project cost for construction of the **I-680/Sunol Boulevard Interchange Modernization Project** (Phase 1), CIP No. 15551 is $8,000,000 of which $6,000,000 has already been secured.

| Construction | FY27/28 |
|---|---|
| 2028 Alameda CTC Comprehensive Investment Plan Request | $2,000,000 |
| Local Match – State Transportation Improvement Program FY24 | $6,000,000 |
| Total | $8,000,000 (Construction) |

The total project cost for design and construction of the **I-580 Overcrossing Bicycle and Pedestrian Improvements Project** (Construction Phase), CIP No. 22570 is $5,950,000.

| Construction | FY27/28 |
|---|---|
| 2028 Alameda CTC Comprehensive Investment Plan Request | $4,462,500 |
| Pleasanton Local Match – Future TDA Article III | $645,000 |
| Dublin Local Match - Future Measure BB Local Sales Tax | $842,500 |
| Total | $5,950,000 (Construction) |

The total project cost for the **Pleasanton Transportation Technology Update Project** is $1,500,000.

| Construction | FY27/28 |
|---|---|
| 2028 Alameda CTC Comprehensive Investment Plan Request | $1,125,000 |

| | |
|---|---|
| Local Match – Fund 201 Miscellaneous Capital Improvement Projects | $375,000 |
| Total | $1,500,000 (Construction) |

Should the Alameda CTC award 2028 Comprehensive Investment Plan funds to the City, staff will return to Council with funding agreements and seek authorization for any necessary budget adjustments, including appropriation of funds necessary for local match, a project description update to include Dublin's participation in CIP 22570, a request to establish a new Capital Improvement Project for the Transportation Technology Upgrade Project, and amendments to revenue and expenditure budgets to account for the grant funding.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
| Cedric Novenario, Senior Transportation Engineer | Ellen Clark, Director of Community and Economic Development | Joe Calabrigo, Interim City Manager |

Attachments:

1. Resolution of Local Support – West Las Positas Multimodal Reconstruction Project (Stoneridge Drive to Santa Rita Road), CIP 11514
2. Resolution of Local Support – I-680/Sunol Boulevard Interchange Modernization Project, CIP 15551
3. Resolution of Local Support – I-580 Overcrossing Bicycle and Pedestrian Improvements Project, CIP 22570
4. Resolution of Local Support – Pleasanton Transportation Technology Upgrade Project

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE WEST LAS POSITAS MULTIMODAL RECONSTRUCTION PROJECT – PHASE 2 (IRON HORSE TRAIL TO SANTA RITA ROAD), CIP 11514 AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT**

**WHEREAS**, the Alameda County Transportation Commission ("Alameda CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "Alameda CTC Administered Funds"; and

**WHEREAS,** the Alameda CTC adopted 2028 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of Alameda CTC Administered Funds;

**WHEREAS,** City of Pleasanton ("Applicant") is the project sponsor for West Las Positas Multimodal Reconstruction Project- Phase 2 (Iron Horse Trail to Santa Rita Road), CIP 11514 ("Project").

**WHEREAS,** the Project will implement a protected intersection at Owens Drive and West Las Positas Boulevard, elevated bike lanes, reconstructed medians, and new sidewalk on the south side of the roadway; and

**WHEREAS**, as the Project Sponsor, Applicant has the legal authority to apply for funding for Project and plans to submit a 2028 CIP application ("Application") to Alameda CTC for $7,050,000.

**WHEREAS**, there are no legal impediments to Applicant applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed Project or the ability of Applicant to deliver such Project; and

**WHEREAS**, Applicant authorizes its interim City Manager or designee to execute and file an application with Alameda CTC for discretionary Alameda CTC Administered Funds for the Project as referenced in this Resolution; and

**WHEREAS**, as part of the requirements to apply and receive Alameda CTC

Administered Funds, Alameda CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. Applicant will implement the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. Applicant understands it will enter into a Project Funding Agreement ("Agreement") with Alameda CTC, and will comply with the Agreement 's requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant is committed to deliver the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant is committed to secure matching funds as proposed in the Application required for awarded Alameda CTC Administered Funds, by phase; and
6. Applicant is committed to provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant is committed to comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**NOW, THEREFORE, BE IT RESOLVED** that Applicant is authorized to file an Application to Alameda CTC for funding for the Project; and be it further

**RESOLVED** that Applicant hereby confirms that there is no pending or threatened litigation that might in any way adversely affect Applicant's ability to implement and deliver the proposed Project; and be it further

**RESOLVED** that Applicant authorizes its interim City Manager designee to execute the funding Agreement with Alameda CTC; and be it further

**RESOLVED** that Applicant shall provide Alameda CTC with a fully-executed copy of this Resolution concurrently with submittal of the Application; and be it further

**RESOLVED** that the City of Pleasanton, Applicant, by adopting this resolution, hereby confirms that:

1. Applicant will commit to implementing the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the application; and
3. Applicant understands it will enter into an Agreement with Alameda CTC, and will comply with the Agreement ’s requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant commits to delivering the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant will commit matching funds as proposed in the Application against the awarded Alameda CTC Administered Funds by phase in the amount(s) of $2,35,000 for the construction phase anticipated to be from City Traffic Impact Fees, Measure BB and local source(s); and
6. Applicant will provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant will comply with the applicable requirements set forth in Alameda CTC’s Local Business Contract Equity (“LBCE”) Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on July 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 July 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR I-680/SUNOL BOULEVARD INTERCHANGE MODERNIZATION PROJECT (PHASE 1), CIP 15551 AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT**

**WHEREAS**, the Alameda County Transportation Commission ("ALAMEDA CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "Alameda CTC Administered Funds"; and

**WHEREAS,** the Alameda CTC adopted 2028 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of Alameda CTC Administered Funds;

**WHEREAS,** Pleasanton ("Applicant") is the project sponsor for I-680/Sunol Boulevard Interchange Modernization (Phase 1), CIP 15551 ("Project").

**WHEREAS,** the Project will construct two traffic signals at the I-680 northbound and southbound on/off ramps, widening a portion of eastbound Sunol Boulevard, striping improvements and bicycle facility improvements at the interchange; and

**WHEREAS**, as the Project Sponsor, Applicant has the legal authority to apply for funding for Project and plans to submit a 2028 CIP application ("Application") to Alameda CTC for $2,000,000.

**WHEREAS**, there are no legal impediments to Applicant applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed Project or the ability of Applicant to deliver such Project; and

**WHEREAS**, Applicant authorizes its interim City Manager or designee to execute and file an application with Alameda CTC for discretionary Alameda CTC Administered Funds for the Project as referenced in this Resolution; and

**WHEREAS**, as part of the requirements to apply and receive Alameda CTC Administered Funds, Alameda CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. Applicant will implement the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. Applicant understands it will enter into a Project Funding Agreement ("Agreement") with Alameda CTC, and will comply with the Agreement 's requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant is committed to deliver the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant is committed to secure matching funds as proposed in the Application required for awarded Alameda CTC Administered Funds, by phase; and
6. Applicant is committed to provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant is committed to comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**NOW, THEREFORE, BE IT RESOLVED** that Applicant is authorized to file an Application to Alameda CTC for funding for the Project; and be it further

**RESOLVED** that Applicant hereby confirms that there is no pending or threatened litigation that might in any way adversely affect Applicant's ability to implement and deliver the proposed Project; and be it further

**RESOLVED** that Applicant authorizes its interim City Manager designee to execute the funding Agreement with Alameda CTC; and be it further

**RESOLVED** that Applicant shall provide Alameda CTC with a fully-executed

copy of this Resolution concurrently with submittal of the Application; and be it further

**RESOLVED** that the City of Pleasanton, Applicant, by adopting this resolution, hereby confirms that:

1. Applicant will commit to implementing the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the application; and
3. Applicant understands it will enter into an Agreement with Alameda CTC, and will comply with the Agreement 's requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant commits to delivering the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant will commit matching funds as proposed in the Application against the awarded Alameda CTC Administered Funds by phase in the amount(s) of $6,000,000 for the construction phase anticipated to be State Transportation Improvement Program funds; and
6. Applicant will provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant will comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on July 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 July 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR I-580 OVERCROSSING BICYCLE AND PEDESTRIAN IMPROVEMENTS (CONSTRUCTION PHASE), CIP 22570 AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT**

**WHEREAS**, the Alameda County Transportation Commission ("Alameda CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "Alameda CTC Administered Funds"; and

**WHEREAS,** the Alameda CTC adopted 2028 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of Alameda CTC Administered Funds;

**WHEREAS,** Pleasanton ("Applicant") is the project sponsor for the I-580 Overcrossing Bicycle and Pedestrian Improvements (Construction Phase), CIP 22570 ("Project").

**WHEREAS,** the in the City of Pleasanton, the Project will construct protected bicycle lanes, travel lane restriping, rectangular flashing beacons, upgraded accessible curb ramps, high visibility crosswalks, and pedestrian hybrid beacon at the multilane uncontrolled crossing on Santa Rita Road; in the City of Dublin, the Project will resurface Dougherty Road, Hacienda Drive, and Tassajara Road between I-580 and Dublin Boulevard, implement travel lane restriping, and add protected bicycle lanes; and

**WHEREAS**, as the Project Sponsor, Applicant has the legal authority to apply for funding for Project and plans to submit a 2028 CIP application ("Application") to Alameda CTC for $4,462,500.

**WHEREAS**, there are no legal impediments to Applicant applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed Project or the ability of Applicant to deliver such Project; and

**WHEREAS**, Applicant authorizes its interim City Manager or designee to execute and file an application with Alameda CTC for discretionary Alameda CTC Administered

Funds for the Project as referenced in this Resolution; and

**WHEREAS**, as part of the requirements to apply and receive Alameda CTC Administered Funds, Alameda CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. Applicant will implement the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. Applicant understands it will enter into a Project Funding Agreement ("Agreement") with Alameda CTC, and will comply with the Agreement 's requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant is committed to deliver the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant is committed to secure matching funds as proposed in the Application required for awarded Alameda CTC Administered Funds, by phase; and
6. Applicant is committed to provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant is committed to comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**NOW, THEREFORE, BE IT RESOLVED** that Applicant is authorized to file an Application to Alameda CTC for funding for the Project; and be it further

**RESOLVED** that Applicant hereby confirms that there is no pending or threatened litigation that might in any way adversely affect Applicant's ability to implement and deliver the proposed Project; and be it further

**RESOLVED** that Applicant authorizes its interim City Manager designee to execute the funding Agreement with Alameda CTC; and be it further

**RESOLVED** that Applicant shall provide Alameda CTC with a fully-executed copy of this Resolution concurrently with submittal of the Application; and be it further

**RESOLVED** that the City of Pleasanton, Applicant, by adopting this resolution, hereby confirms that:

1. Applicant will commit to implementing the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the application; and
3. Applicant understands it will enter into an Agreement with Alameda CTC, and will comply with the Agreement ’s requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant commits to delivering the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant will commit matching funds as proposed in the Application against the awarded Alameda CTC Administered Funds by phase in the amount of $645,000 for the construction phase anticipated to be from City TDA Article III for the City of Pleasanton, and $842,500 for the construction phase anticipated to be from Measure BB Local Sales Tax from the City of Dublin; and
6. Applicant will provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant will comply with the applicable requirements set forth in Alameda CTC’s Local Business Contract Equity (“LBCE”) Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable

solicitations prior to advertisement, and adhering to reporting requirements.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on July 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 July 2026, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING PLEASANTON TRANSPORTATION TECHNOLOGY UPGRADE PROJECT AND COMMITTING ANY NECESSARY MATCHING FUNDS AND STATING ASSURANCES TO COMPLETE THE PROJECT**

**WHEREAS**, the Alameda County Transportation Commission ("Alameda CTC") administers funding programs for projects and programs that benefit the Alameda County transportation system, consisting of 2000 Measure B, 2010 Vehicle Registration Fee ("VRF"), 2014 Measure BB, I-580 Toll Revenues, Congestion Management Agency Transportation Improvement Program (CMA-TIP), and Transportation Fund for Clean Air Programs, and such funding is collectively defined as and shall be referenced herein as the "Alameda CTC Administered Funds"; and

**WHEREAS,** the Alameda CTC adopted 2028 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 28, 2026 which includes procedures governing the 2028 CIP application process, programming guidelines, and eligible uses of Alameda CTC Administered Funds;

**WHEREAS,** Pleasanton ("Applicant") is the project sponsor for the Pleasanton Transportation Technology Upgrade ("Project").

**WHEREAS,** the Project will replace copper interconnect with new fiber optic interconnect, upgrade traffic signal controllers and upgrade the Pleasanton Transportation Safety Action Plan collision dashboard; and

**WHEREAS**, as the Project Sponsor, Applicant has the legal authority to apply for funding for Project and plans to submit a 2028 CIP application ("Application") to Alameda CTC for $1,125,000.

**WHEREAS**, there are no legal impediments to Applicant applying for funding and there is no active, pending or threatened litigation that may adversely affect the proposed Project or the ability of Applicant to deliver such Project; and

**WHEREAS**, Applicant authorizes its interim City Manager or designee to execute and file an application with Alameda CTC for discretionary Alameda CTC Administered Funds for the Project as referenced in this Resolution; and

**WHEREAS**, as part of the requirements to apply and receive Alameda CTC Administered Funds, Alameda CTC requires a resolution adopted by the responsible implementing agency stating the following:

1. Applicant will implement the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the Application; and
3. Applicant understands it will enter into a Project Funding Agreement ("Agreement") with Alameda CTC, and will comply with the Agreement 's requirements, including adherence to the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant is committed to deliver the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant is committed to secure matching funds as proposed in the Application required for awarded Alameda CTC Administered Funds, by phase; and
6. Applicant is committed to provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project is limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant is committed to comply with the applicable requirements set forth in Alameda CTC's Local Business Contract Equity ("LBCE") Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

**NOW, THEREFORE, BE IT RESOLVED** that Applicant is authorized to file an Application to Alameda CTC for funding for the Project; and be it further

**RESOLVED** that Applicant hereby confirms that there is no pending or threatened litigation that might in any way adversely affect Applicant's ability to implement and deliver the proposed Project; and be it further

**RESOLVED** that Applicant authorizes its interim City Manager designee to execute the funding Agreement with Alameda CTC; and be it further

**RESOLVED** that Applicant shall provide Alameda CTC with a fully-executed

copy of this Resolution concurrently with submittal of the Application; and be it further

**RESOLVED** that the City of Pleasanton, Applicant, by adopting this resolution, hereby confirms that:

1. Applicant will commit to implementing the Project as described in the Application; and
2. Applicant will have adequate staffing resources to deliver and complete the Project within the time period identified in the application; and
3. Applicant understands it will enter into an Agreement with Alameda CTC, and will comply with the Agreement ’s requirements, including adherence to the completion of the agreed upon project scope, project delivery milestones, funding deadlines, project reporting and deliverable deadlines; and
4. Applicant commits to delivering the Project consistently with the Commission approved CIP Programming Guidelines and CIP policies, as they may change, for the funds awarded by the Commission to the Project; and
5. Applicant will commit matching funds as proposed in the Application against the awarded Alameda CTC Administered Funds by phase in the amount of $375,000 for the construction phase anticipated to be from local miscellaneous capital improvement sources; and
6. Applicant will provide any additional funding that may be required beyond the original proposed Application match amount to deliver the phase of the Project that is awarded with Alameda CTC Administered Funds; and
7. Applicant understands that Alameda CTC Administered Funds awarded to the Project are limited to the Commission approved programmed amount by phase, and therefore any cost increases or unexpected funding shortfalls cannot be expected to be funded by shifting funds between phases, or by requesting additional Alameda CTC Administered Funds; and
8. Applicant understands that any cost savings in the Alameda CTC-funded phase(s) will be shared proportionally between Applicant and Alameda CTC; and
9. Applicant will comply with the applicable requirements set forth in Alameda CTC’s Local Business Contract Equity (“LBCE”) Program and related exhibits, as applicable, for professional services and construction contracts funded with Measure B, Measure BB, and/or VRF funds, such as including LBCE Program goal(s) and provisions in applicable solicitations and resulting contracts, providing timely notification to Alameda CTC of applicable solicitations prior to advertisement, and adhering to reporting requirements.

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

July 21, 2026
Finance

**TITLE: ACCEPT THE MONTHLY DISBURSEMENTS AND INVESTMENT REPORT FOR MAY 2026**

## SUMMARY

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

## RECOMMENDATION

Accept claim disbursements in the amount of $21,743,265 and the investment report for the month of May 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 affirms that the investment portfolio complies with the investment policy and will meet cash flow needs for the next six months.

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

## DISCUSSION

The monthly disbursements and investment report provides transparency of the City’s financial transactions and payments for review by the City Council.

The City has transitioned to a new reporting format that incorporates Chandler Asset Management's Investment Report, beginning with the report for the month ended April 2026. The average purchase yield (also known as book yield) indicates the annual rate at which the City is currently earning income. The average market yield indicates the average rate at which new and maturing funds are reinvested. The City uses total return to demonstrate how the portfolio has grown over time. Total return includes growth from income (including accrual), realized gains and losses as a result of a sale before maturity, and unrealized gains and losses (gains and losses on paper) as a result of changes in market value. Total return is compared to the City’s risk and performance measuring benchmark that is similar in duration to the City’s portfolio duration: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index.

The total investment portfolio (market value) consists of $205,293,358 managed by Chandler Asset Management, and $74,479,912 invested by the City in Local Agency Investment Fund (LAIF) and Certificates of Deposit. The average market yield of the Chandler portfolio and the City Managed Investments were 4.11% and 3.81% respectively. These figures reflect the rate at which new and maturing funds are being reinvested.

The City's investment portfolio for this period totaled $279,773,271 (market value) with a weighted average market yield of 4.02%. The total investment portfolio balance fluctuates throughout the year due to normal cash flow needs and includes both discretionary and restricted funds.

**Table 1. Asset Composition**

| Investment Type | Par Value | Book Value | Market Value | % of Subtotal | % of Total Portfolio | Book Yield | Market Yield |
|---|---|---|---|---|---|---|---|
| **Managed by City** | | | | | | | |
| Certicates of Deposits - Bank | 481,331 | 481,331 | 481,331 | 0.7% | 0.2% | 3.30% | 3.30% |
| LAIF | 74,000,000 | 74,000,000 | 73,998,582 | 99.3% | 26.4% | 3.81% | 3.81% |
| **SUBTOTAL** | **74,481,331** | **74,481,331** | **74,479,912** | **100.0%** | **26.6%** | **3.81%** | **3.81%** |
| **Managed by Chandler Asset Management** | | | | | | | |
| Money Market Fund | 10,431,400 | 10,431,400 | 10,431,400 | 5.1% | 3.7% | 3.27% | 3.27% |
| Asset Backed Securities (ABS) | 15,265,000 | 15,263,063 | 15,199,214 | 7.5% | 5.4% | 4.13% | 4.34% |
| Federal Agency Issues (Agency) | 29,370,000 | 29,360,707 | 29,009,124 | 14.2% | 10.4% | 1.48% | 3.91% |
| Federal Agency Issues (Agency CMBS*) | 3,795,000 | 3,660,164 | 3,664,449 | 1.8% | 1.3% | 4.34% | 4.31% |
| Cash | 452,662 | 452,662 | 452,662 | 0.2% | 0.2% | 0.00% | 0.00% |
| Medium Term Notes (Corporate) | 42,300,000 | 42,354,190 | 42,256,953 | 20.7% | 15.3% | 4.03% | 4.49% |
| Supranationals (Supras) | 3,000,000 | 2,984,160 | 2,981,049 | 1.5% | 1.1% | 3.95% | 4.00% |
| US Treasury | 100,405,000 | 100,510,896 | 99,761,034 | 49.0% | 36.0% | 3.83% | 4.05% |
| **SUBTOTAL** | **205,019,062** | **205,017,242** | **203,755,884** | **100.0%** | **73.4%** | **3.54%** | **4.11%** |
| Accrued Interest | | | 1,537,474 | | | | |
| | | | **205,293,358** | | | | |
| **TOTAL PORTFOLIO** | **279,500,393** | **279,498,573** | **279,773,271** | | **100.0%** | | **4.02%** |

*Agency Commercial Mortgage-Backed Securities

## 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: |
|---|---|---|
| Dawn DeMarcus, Senior Budget and Finance Analyst | Susan Hsieh, Director of Finance | Joe Calabrigo, Interim City Manager |

Attachments:

1. Disbursements & Investments Report

THE CITY OF PLEASANTON

# May 2026 DISBURSEMENTS

## CHECK REGISTER*

| DATE | CHECK NUMBER | AMOUNT |
|---|---|---|
| 5/1/2026 | 87078-87226 | $ 962,070 |
| 5/7/2026 | 87233-87365 | 4,075,080 |
| 5/14/2026 | 87381-87525 | 2,119,295 |
| 5/22/2026 | 87534-87682 | 1,244,334 |
| 5/28/2026 | 87703-87830 | 3,501,893 |
| | | $ 11,902,672 |

## ACH PAYMENTS

| DATE | CHECK NUMBER | AMOUNT |
|---|---|---|
| 5/1/2026 | 87065-87077 | $ 453,598 |
| 5/7/2026 | 87227-87232 | 622,688 |
| 5/14/2026 | 87366, 87368-87380 | 2,273,345 |
| 5/22/2026 | 87526-87528, 87530-87531, 87533 | 57,271 |
| 5/28/2026 | 87683-87702 | 1,927,648 |
| | Payroll & Tax Related ACH Payments | 928,706 |
| | | $ 6,263,256 |

## WIRE TRANSFERS

| DATE | AMOUNT |
|---|---|
| | $ - |

## PAYROLL TRANSFERS

| DATE | AMOUNT |
|---|---|
| 5/13/2026 | $ 1,816,058 |
| 5/28/2026 | 1,761,279 |
| | $ 3,577,337 |

**TOTAL DISBURSEMENTS** **$ 21,743,265**

* Detailed registers available upon request.

CHANDLER ASSET MANAGEMENT

# MONTHLY ACCOUNT STATEMENT

City of Pleasanton Managed Account | Account #11313 | As of May 31, 2026

**CHANDLER ASSET MANAGEMENT** | chandlerasset.com

**Chandler Team:**

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

**Custodian:**

Bank of New York Mellon

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

# PORTFOLIO SUMMARY

City of Pleasanton Managed Account | Account #11313 | As of May 31, 2026

## Portfolio Characteristics

| | |
|---|---|
| Average Modified Duration | 2.19 |
| Average Coupon | 3.55% |
| Average Purchase YTM | 3.54% |
| Average Market YTM | 4.11% |
| Average Credit Quality* | AA+ |
| Average Final Maturity | 2.57 |
| Average Life | 2.41 |

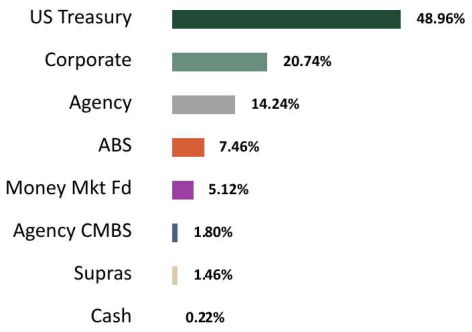
## Account Summary

| | End Values as of 04/30/2026 | End Values as of 05/31/2026 |
|---|---|---|
| Market Value | 193,467,641.07 | 203,755,883.91 |
| Accrued Interest | 1,581,953.77 | 1,537,474.42 |
| **Total Market Value** | **195,049,594.84** | **205,293,358.33** |
| Income Earned | 539,372.03 | 125,326.67 |
| Cont/WD | 179,949.96 | 10,000,452.75 |
| Par | 194,298,285.60 | 205,019,061.83 |
| Book Value | 194,474,881.23 | 205,017,241.96 |
| Cost Value | 194,431,551.15 | 204,994,579.77 |

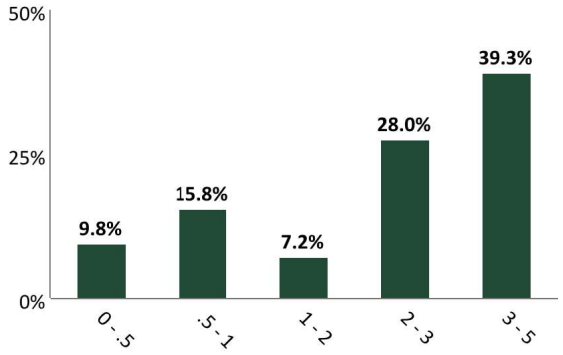
## Top Issuers

| | |
|---|---|
| United States | 48.96% |
| Federal Home Loan Banks | 12.77% |
| Money Market Fund | 5.12% |
| JPMorgan Chase & Co. | 2.21% |
| Federal Home Loan Mortgage Corp | 1.80% |
| Farm Credit System | 1.47% |
| Deere & Company | 1.23% |
| Honda Auto Receivables Owner Trust | 1.16% |

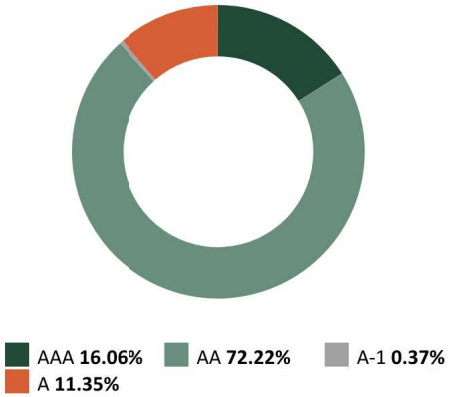
## Sector Allocation




## Maturity Distribution




## Credit Quality*




## Performance Review

| Total Rate of Return** | 1M | 3M | YTD | 1YR | 2YRS | 3YRS | 5YRS | 10YRS | Since Inception (07/01/25) |
|---|---|---|---|---|---|---|---|---|---|
| City of Pleasanton Mgd Account | 0.12% | (0.10%) | 0.75% | -- | -- | -- | -- | -- | -- |
| Benchmark Return | 0.03% | (0.57%) | 0.16% | -- | -- | -- | -- | -- | -- |

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 1-5 Year Unsubordinated US Treasury & Agency Index

# STATEMENT OF COMPLIANCE

City of Pleasanton Managed Account | Account #11313 | As of May 31, 2026

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| **AGENCY MORTGAGE SECURITIES** | | | | |
| Max % (MV) | 100.0 | 1.8 | Compliant | |
| Max % Issuer (MV) | 30.0 | 1.8 | Compliant | |
| Max Maturity (Years) | 5.0 | 3.3 | Compliant | |
| **ASSET-BACKED SECURITIES (ABS)** | | | | |
| Max % (MV) | 20.0 | 7.5 | Compliant | |
| Max % Issuer (MV) | 5.0 | 1.2 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **BANKERS' ACCEPTANCES** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Days) | 180 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1) | 0.0 | 0.0 | Compliant | |
| **CAMP** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| **COLLATERALIZED BANK DEPOSITS** | | | | |
| Max % (MV) | 100.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| **COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| **COMMERCIAL PAPER** | | | | |
| Max % (MV) | 25.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Days) | 270 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1) | 0.0 | 0.0 | Compliant | |
| **CORPORATE MEDIUM TERM NOTES** | | | | |
| Max % (MV) | 30.0 | 20.7 | Compliant | |
| Max % Issuer (MV) | 5.0 | 2.2 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |

# STATEMENT OF COMPLIANCE

City of Pleasanton Managed Account | Account #11313 | As of May 31, 2026

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| **FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| **FEDERAL AGENCIES** | | | | |
| Max % (MV) | 100.0 | 14.2 | Compliant | |
| Max % Issuer (MV) | 30.0 | 12.8 | Compliant | |
| Max Callables (MV) | 20.0 | 12.8 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| **LOCAL AGENCY INVESTMENT FUND (LAIF)** | | | | |
| Max Concentration (MV) | 75.0 | 0.0 | Compliant | |
| **MONEY MARKET MUTUAL FUNDS** | | | | |
| Max % (MV) | 20.0 | 5.1 | Compliant | |
| Max % Issuer (MV) | 20.0 | 5.1 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| **MORTGAGE-BACKED SECURITIES (NON-AGENCY)** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **MUNICIPAL SECURITIES (CA, LOCAL AGENCY)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| **MUNICIPAL SECURITIES (CA, OTHER STATES)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| **MUTUAL FUNDS** | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 10.0 | 0.0 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |

# STATEMENT OF COMPLIANCE

City of Pleasanton Managed Account | Account #11313 | As of May 31, 2026

| Rules Name | Limit | Actual | Compliance Status | Notes |
|---|---|---|---|---|
| **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)** | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit) | 0.0 | 0.0 | Compliant | |
| **REPURCHASE AGREEMENTS** | | | | |
| Max % (MV) | 15.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 1.0 | 0.0 | Compliant | |
| **SRI PROHIBITED INVESTMENTS** | | | | |
| Prohibited Investment - Fossil Fuels | 0.0 | 0.0 | Compliant | |
| Prohibited Investments - Firearms | 0.0 | 0.0 | Compliant | |
| Prohibited Investments - Tobacco | 0.0 | 0.0 | Compliant | |
| **SUPRANATIONAL OBLIGATIONS** | | | | |
| Max % (MV) | 30.0 | 1.5 | Compliant | |
| Max % Issuer (MV) | 10.0 | 1.0 | Compliant | |
| Max Maturity (Years) | 5 | 2 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| **U.S. TREASURIES** | | | | |
| Max % (MV) | 100.0 | 49.0 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |

# RECONCILIATION SUMMARY

City of Pleasanton Managed Account | Account #11313 | As of May 31, 2026

## Maturities / Calls

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **(26,585,000.00)** |

## Principal Paydowns

| | |
|---|---|
| **Month to Date** | **0.00** |
| **Fiscal Year to Date** | **0.00** |

## Purchases

| | |
|---|---|
| **Month to Date** | **27,909,280.20** |
| **Fiscal Year to Date** | **203,800,209.34** |

## Sales

| | |
|---|---|
| **Month to Date** | **(17,736,391.33)** |
| **Fiscal Year to Date** | **(159,605,049.37)** |

## Interest Received

| | |
|---|---|
| **Month to Date** | **203,114.69** |
| **Fiscal Year to Date** | **3,895,229.94** |

## Purchased / Sold Interest

| | |
|---|---|
| **Month to Date** | **(30,678.57)** |
| **Fiscal Year to Date** | **(709,165.38)** |

## Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2025) |
|---|---|---|
| Beginning Book Value | 194,474,881.23 | 70,036,654.99 |
| Maturities/Calls | 0.00 | (26,585,000.00) |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 27,909,280.20 | 203,800,209.34 |
| Sales | (17,736,391.33) | (159,605,049.37) |
| Change in Cash, Payables, Receivables | 450,199.75 | 452,661.81 |
| Amortization/Accretion | (2,630.10) | (35,080.62) |
| Realized Gain (Loss) | (78,097.79) | (1,055,662.24) |
| Ending Book Value | 205,017,241.96 | 205,017,241.96 |

## Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (07/01/2025) |
|---|---|---|
| Beginning Market Value | 193,467,641.07 | 69,837,676.39 |
| Maturities/Calls | 0.00 | (26,585,000.00) |
| Principal Paydowns | 0.00 | 0.00 |
| Purchases | 27,909,280.20 | 203,800,209.34 |
| Sales | (17,736,391.33) | (159,605,049.37) |
| Change in Cash, Payables, Receivables | 450,199.75 | 452,661.81 |
| Amortization/Accretion | (2,630.10) | (35,080.62) |
| Change in Net Unrealized Gain (Loss) | (254,117.89) | (1,062,379.45) |
| Realized Gain (Loss) | (78,097.79) | (1,055,662.24) |
| Ending Market Value | 203,755,883.91 | 203,755,883.91 |

| Cusip | Security Description | Par Value/ Units | Purchase Date<br>Purchase Yield | Cost Value<br>Book Value | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int. | % of Port.<br>Gain/Loss | Moody's/ S&P/ Fitch | Maturity<br>Duration |
|---|---|---|---|---|---|---|---|---|---|
| **ABS** | | | | | | | | | |
| 096912AD2 | BMWLT 2025-1 A3 4.43<br>06/26/2028 | 175,000.00 | 06/03/2025<br>4.82% | 174,996.15<br>174,997.38 | 100.28<br>4.15% | 175,482.70<br>129.21 | 0.09%<br>485.32 | NA/AAA<br>AAA | 2.07<br>0.85 |
| 89240NAD4 | TLOT 2025-B A3 3.96 11/20/2028 | 805,000.00 | 09/09/2025<br>3.97% | 804,855.91<br>804,887.83 | 99.52<br>4.30% | 801,164.98<br>974.05 | 0.39%<br>(3,722.85) | Aaa/NA<br>AAA | 2.47<br>1.56 |
| 448970AD5 | HALST 2026-A A3 3.97<br>12/15/2028 | 590,000.00 | 01/12/2026<br>3.98% | 589,913.51<br>589,924.21 | 99.57<br>4.28% | 587,456.27<br>1,041.02 | 0.29%<br>(2,467.94) | NA/AAA<br>AAA | 2.54<br>1.55 |
| 36273VAD7 | GMALT 2026-1 A3 3.88<br>01/22/2029 | 1,050,000.00 | 02/03/2026<br>4.11% | 1,049,862.56<br>1,049,876.50 | 99.45<br>4.30% | 1,044,226.79<br>1,244.83 | 0.51%<br>(5,649.71) | NA/AAA<br>AAA | 2.65<br>1.43 |
| 36275AAD1 | GMALT 2026-2 A3 4.3<br>03/20/2029 | 635,000.00 | 05/05/2026<br>4.40% | 634,931.29<br>634,932.48 | 100.01<br>4.33% | 635,048.26<br>1,289.40 | 0.31%<br>115.78 | NA/AAA<br>AAA | 2.80<br>1.65 |
| 448972AD1 | HALST 26B A3 4.21 04/16/2029 | 1,250,000.00 | --<br>4.21% | 1,249,836.35<br>1,249,841.88 | 99.80<br>4.36% | 1,247,532.50<br>2,338.89 | 0.61%<br>(2,309.38) | NA/AAA<br>AAA | 2.88<br>1.76 |
| 58770XAD5 | MBALT 2025-B A3 3.88<br>04/16/2029 | 1,260,000.00 | 10/16/2025<br>4.57% | 1,259,793.23<br>1,259,829.32 | 99.52<br>4.23% | 1,253,938.39<br>2,172.80 | 0.62%<br>(5,890.92) | NA/AAA<br>AAA | 2.88<br>1.49 |
| 05594YAD8 | BMWLT 2026-1 A3 4.15<br>05/25/2029 | 875,000.00 | 04/14/2026<br>4.85% | 874,903.31<br>874,906.74 | 99.78<br>4.32% | 873,045.16<br>605.21 | 0.43%<br>(1,861.57) | Aaa/NA<br>AAA | 2.98<br>1.74 |
| 44935XAD7 | HART 2025-B A3 4.36<br>12/17/2029 | 265,000.00 | 06/03/2025<br>4.36% | 264,976.07<br>264,981.22 | 100.19<br>4.24% | 265,495.02<br>513.51 | 0.13%<br>513.80 | NA/AAA<br>AAA | 3.55<br>1.19 |
| 58770YAD3 | MBALT 2026-A A3 3.93<br>01/15/2030 | 535,000.00 | 01/13/2026<br>3.97% | 534,893.91<br>534,903.46 | 99.43<br>4.27% | 531,972.49<br>934.47 | 0.26%<br>(2,930.97) | Aaa/NA<br>AAA | 3.63<br>1.86 |
| 47787DAD3 | JDOT 2026 A3 3.87 08/15/2030 | 650,000.00 | 03/10/2026<br>4.49% | 649,884.82<br>649,890.18 | 98.87<br>4.57% | 642,629.00<br>1,118.00 | 0.32%<br>(7,261.18) | Aaa/NA<br>AAA | 4.21<br>1.69 |
| 89240KAD0 | TAOT 2026-A A3 3.86<br>09/15/2030 | 770,000.00 | 01/13/2026<br>4.13% | 769,934.40<br>769,939.46 | 99.19<br>4.36% | 763,737.59<br>1,320.98 | 0.37%<br>(6,201.87) | Aaa/AAA<br>NA | 4.29<br>1.72 |
| 43815CAD0 | HAROT 2026-1 A3 3.78<br>09/23/2030 | 930,000.00 | 02/10/2026<br>3.03% | 929,851.85<br>929,860.94 | 99.00<br>4.34% | 920,660.01<br>976.50 | 0.45%<br>(9,200.93) | Aaa/NA<br>AAA | 4.31<br>1.88 |
| 58769MAD2 | MBART 261 A3 4.36 10/15/2030 | 1,400,000.00 | 05/12/2026<br>4.60% | 1,399,695.08<br>1,399,697.35 | 100.03<br>4.39% | 1,400,392.00<br>1,865.11 | 0.69%<br>694.65 | NA/AAA<br>AAA | 4.38<br>2.11 |
| 87269AAA8 | TMUST 2026-1 A 4.25<br>10/21/2030 | 690,000.00 | 03/12/2026<br>4.26% | 689,853.58<br>689,859.96 | 99.75<br>4.40% | 688,303.29<br>896.04 | 0.34%<br>(1,556.67) | Aaa/NA<br>AAA | 4.39<br>2.17 |
| 43814YAD3 | HAROT 2026-2 A3 4.3<br>11/15/2030 | 1,435,000.00 | 05/05/2026<br>3.02% | 1,434,958.53<br>1,434,959.01 | 99.97<br>4.35% | 1,434,624.03<br>3,085.25 | 0.70%<br>(334.98) | Aaa/AAA<br>NA | 4.46<br>2.16 |
| 89240QAD7 | TAOT 2026-B A3 4.13<br>12/16/2030 | 710,000.00 | 04/14/2026<br>4.27% | 709,850.26<br>709,853.87 | 99.55<br>4.37% | 706,826.73<br>1,303.24 | 0.35%<br>(3,027.15) | Aaa/AAA<br>NA | 4.54<br>2.21 |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 448981AD2 | HART 2026-A A3 3.79 02/18/2031 | 1,240,000.00 | 02/10/2026<br>4.30% | 1,239,916.30<br>1,239,921.02 | 98.93<br>4.34% | 1,226,678.68<br>2,088.71 | 0.60%<br>(13,242.34) | NA/AAA<br>AAA | 4.72<br>2.09 |
| **Total ABS** | | **15,265,000.00** | **4.13%** | **15,262,907.11**<br>**15,263,062.81** | **99.57**<br>**4.34%** | **15,199,213.89**<br>**23,897.23** | **7.46%**<br>**(63,848.92)** | | **3.66**<br>**1.81** |
| **AGENCY** | | | | | | | | | |
| 3133EMH21 | FEDERAL FARM CREDIT BANKS FUNDING CORP 0.9 06/15/2026 | 3,000,000.00 | 06/24/2021<br>0.92% | 2,997,000.00<br>2,999,976.89 | 99.87<br>4.18% | 2,996,157.00<br>12,450.00 | 1.47%<br>(3,819.89) | Aa1/AA+<br>AA+ | 0.04<br>0.04 |
| 3130APUR4 | FEDERAL HOME LOAN BANKS 1.3 11/24/2026 | 1,840,000.00 | 12/09/2021<br>1.42% | 1,829,401.60<br>1,838,970.01 | 98.77<br>3.92% | 1,817,281.52<br>465.11 | 0.89%<br>(21,688.49) | Aa1/AA+<br>AA+ | 0.48<br>0.47 |
| 3130APU78 | FEDERAL HOME LOAN BANKS 1.3 11/24/2026 | 530,000.00 | 12/09/2021<br>1.42% | 526,947.20<br>529,703.32 | 98.77<br>3.92% | 523,456.09<br>133.97 | 0.26%<br>(6,247.23) | Aa1/AA+<br>AA+ | 0.48<br>0.47 |
| 3130APVC6 | FEDERAL HOME LOAN BANKS 1.375 12/01/2026 | 3,000,000.00 | 12/09/2021<br>1.46% | 2,988,000.00<br>2,998,792.08 | 98.78<br>3.85% | 2,963,547.00<br>20,625.00 | 1.45%<br>(35,245.08) | Aa1/AA+<br>AA+ | 0.50<br>0.49 |
| 3130AQF65 | FEDERAL HOME LOAN BANKS 1.25 12/21/2026 | 3,000,000.00 | 12/22/2021<br>1.28% | 2,995,657.09<br>2,999,516.93 | 98.61<br>3.81% | 2,958,225.00<br>16,666.67 | 1.45%<br>(41,291.93) | Aa1/AA+<br>AA+ | 0.56<br>0.54 |
| 3130AQG80 | FEDERAL HOME LOAN BANKS 1.42 12/29/2026 | 6,000,000.00 | --<br>1.48% | 5,982,000.00<br>5,997,906.62 | 98.62<br>3.86% | 5,917,086.00<br>35,973.33 | 2.90%<br>(80,820.62) | Aa1/AA+<br>AA+ | 0.58<br>0.56 |
| 3130AQEC3 | FEDERAL HOME LOAN BANKS 1.37 12/30/2026 | 3,000,000.00 | 12/30/2021<br>1.37% | 3,000,000.00<br>3,000,000.00 | 98.55<br>3.91% | 2,956,605.00<br>17,239.17 | 1.45%<br>(43,395.00) | Aa1/AA+<br>AA+ | 0.58<br>0.57 |
| 3130AQEF6 | FEDERAL HOME LOAN BANKS 1.375 12/30/2026 | 3,000,000.00 | 12/30/2021<br>1.39% | 2,998,500.00<br>2,999,825.85 | 98.56<br>3.91% | 2,956,692.00<br>17,302.08 | 1.45%<br>(43,133.85) | Aa1/AA+<br>AA+ | 0.58<br>0.57 |
| 3130AQLD3 | FEDERAL HOME LOAN BANKS 1.75 01/28/2027 | 3,000,000.00 | 02/08/2022<br>1.93% | 2,975,010.00<br>2,996,681.77 | 98.65<br>3.84% | 2,959,494.00<br>17,937.50 | 1.45%<br>(37,187.77) | Aa1/AA+<br>AA+ | 0.66<br>0.64 |
| 3130AQW66 | FEDERAL HOME LOAN BANKS 2.08 02/25/2027 | 3,000,000.00 | 03/08/2022<br>2.11% | 2,995,500.00<br>2,999,333.06 | 98.69<br>3.91% | 2,960,580.00<br>16,640.00 | 1.45%<br>(38,753.06) | Aa1/AA+<br>AA+ | 0.74<br>0.71 |
| **Total Agency** | | **29,370,000.00** | **1.48%** | **29,288,015.89**<br>**29,360,706.51** | **98.77**<br>**3.91%** | **29,009,123.61**<br>**155,432.83** | **14.24%**<br>**(351,582.90)** | | **0.53**<br>**0.52** |
| **AGENCY CMBS** | | | | | | | | | |
| 3137FKZZ2 | FHMS K-088 A2 3.69 01/25/2029 | 1,795,000.00 | 03/26/2026<br>4.24% | 1,766,883.01<br>1,768,614.15 | 98.40<br>4.29% | 1,766,220.77<br>5,519.63 | 0.87%<br>(2,393.38) | Aaa/AA+<br>AA+ | 2.65<br>2.40 |
| 3137FQ3A9 | FHMS K-100 A2 2.673 09/25/2029 | 2,000,000.00 | 05/21/2026<br>4.44% | 1,891,093.75<br>1,891,550.19 | 94.91<br>4.32% | 1,898,228.00<br>4,455.00 | 0.93%<br>6,677.81 | Aa1/AA+<br>AAA | 3.32<br>3.07 |
| **Total Agency CMBS** | | **3,795,000.00** | **4.34%** | **3,657,976.76**<br>**3,660,164.33** | **96.59**<br>**4.31%** | **3,664,448.77**<br>**9,974.63** | **1.80%**<br>**4,284.43** | | **3.00**<br>**2.75** |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **CASH** | | | | | | | | | |
| CCYUSD | Receivable | 452,661.81 | -- | 452,661.81<br>452,661.81 | 1.00 | 452,661.81<br>0.00 | 0.22%<br>0.00 | Aaa/AAA<br>AAA | 0.00<br>0.00 |
| **Total Cash** | | **452,661.81** | | **452,661.81**<br>**452,661.81** | **1.00** | **452,661.81**<br>**0.00** | **0.22%**<br>**0.00** | | **0.00**<br>**0.00** |
| **CORPORATE** | | | | | | | | | |
| 46632FSC0 | JPMORGAN CHASE BANK, N.A. 1.1 06/22/2026 | 3,000,000.00 | 06/22/2021<br>0.00% | 3,000,000.00<br>3,000,000.00 | 99.76<br>5.25% | 2,992,716.00<br>14,575.00 | 1.47%<br>(7,284.00) | Aa2/AA-<br>AA | 0.06<br>0.06 |
| 14913UAR1 | CATERPILLAR FINANCIAL SERVICES CORP 4.4 10/15/2027 | 1,500,000.00 | --<br>4.17% | 1,507,375.00<br>1,504,496.76 | 100.43<br>4.07% | 1,506,444.00<br>8,433.33 | 0.74%<br>1,947.24 | A1/A<br>A+ | 1.38<br>1.31 |
| 571748BY7 | MARSH & MCLENNAN COMPANIES INC 4.55 11/08/2027 | 1,000,000.00 | 07/21/2025<br>4.22% | 1,006,950.00<br>1,004,249.13 | 100.41<br>4.25% | 1,004,138.00<br>2,906.94 | 0.49%<br>(111.13) | A3/A-<br>A- | 1.44<br>1.30 |
| 532457CU0 | ELI LILLY AND CO 4.55 02/12/2028 | 500,000.00 | 03/19/2025<br>4.32% | 502,955.00<br>501,695.96 | 100.67<br>4.14% | 503,332.00<br>6,888.19 | 0.25%<br>1,636.04 | Aa3/AA-<br>NA | 1.70<br>1.52 |
| 857477CU5 | STATE STREET CORP 4.536 02/28/2028 | 500,000.00 | 03/19/2025<br>4.50% | 500,095.00<br>500,055.14 | 100.60<br>4.17% | 502,998.50<br>5,859.00 | 0.25%<br>2,943.36 | Aa3/A<br>AA- | 1.75<br>1.57 |
| 46647PAF3 | JPMORGAN CHASE & CO 3.54 05/01/2028 | 750,000.00 | 07/22/2025<br>4.38% | 739,305.00<br>744,478.93 | 99.25<br>4.86% | 744,366.02<br>2,212.50 | 0.37%<br>(112.92) | A1/A<br>AA- | 1.92<br>0.89 |
| 26444HAE1 | DUKE ENERGY FLORIDA LLC 3.8 07/15/2028 | 1,250,000.00 | --<br>4.20% | 1,235,640.00<br>1,240,251.25 | 99.15<br>4.22% | 1,239,403.75<br>17,944.44 | 0.61%<br>(847.50) | A1/A<br>NA | 2.12<br>1.99 |
| 61744YAK4 | MORGAN STANLEY 3.591 07/22/2028 | 750,000.00 | 07/22/2025<br>4.21% | 736,972.50<br>740,696.34 | 99.00<br>4.09% | 742,484.25<br>9,650.81 | 0.36%<br>1,787.91 | A1/A-<br>A+ | 2.14<br>1.09 |
| 74340XBX8 | PROLOGIS LP 4.0 09/15/2028 | 1,250,000.00 | --<br>4.38% | 1,235,247.50<br>1,239,937.23 | 99.24<br>4.35% | 1,240,459.01<br>10,555.56 | 0.61%<br>521.79 | A2/A<br>NA | 2.29<br>2.15 |
| 023135CS3 | AMAZON.COM INC 3.9 11/20/2028 | 925,000.00 | 11/17/2025<br>3.91% | 924,796.50<br>924,832.34 | 99.28<br>4.21% | 918,337.24<br>1,102.29 | 0.45%<br>(6,495.09) | A1/AA<br>AA- | 2.47<br>2.33 |
| 06051GHD4 | BANK OF AMERICA CORP 3.419 12/20/2028 | 750,000.00 | 07/22/2025<br>4.40% | 733,402.50<br>739,305.93 | 98.44<br>4.67% | 738,314.25<br>11,467.90 | 0.36%<br>(991.68) | A1/A-<br>AA- | 2.56<br>1.47 |
| 58989V2M5 | MET TOWER GLOBAL FUNDING 4.0 01/14/2029 | 1,225,000.00 | 01/07/2026<br>4.05% | 1,223,419.75<br>1,223,618.72 | 98.74<br>4.51% | 1,209,579.70<br>18,647.22 | 0.59%<br>(14,039.02) | Aa3/AA-<br>AA- | 2.62<br>2.42 |
| 24422EXH7 | JOHN DEERE CAPITAL CORP 4.5 01/16/2029 | 1,500,000.00 | --<br>4.47% | 1,500,745.00<br>1,501,365.15 | 100.63<br>4.24% | 1,509,450.00<br>25,312.50 | 0.74%<br>8,084.85 | A1/A<br>A+ | 2.63<br>2.41 |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 78017DAA6 | ROYAL BANK OF CANADA 4.965 01/24/2029 | 500,000.00 | 02/20/2025<br>4.82% | 501,950.00<br>501,100.19 | 100.78<br>4.47% | 503,907.00<br>8,757.71 | 0.25%<br>2,806.81 | A1/A<br>AA- | 2.65<br>1.54 |
| 69371RS80 | PACCAR FINANCIAL CORP 4.6 01/31/2029 | 500,000.00 | 03/19/2025<br>4.54% | 501,095.00<br>500,755.57 | 101.29<br>4.08% | 506,459.00<br>7,730.56 | 0.25%<br>5,703.43 | A1/A+<br>NA | 2.67<br>2.45 |
| 06406RBN6 | BANK OF NEW YORK MELLON CORP 4.543 02/01/2029 | 1,250,000.00 | --<br>4.38% | 1,251,885.00<br>1,253,411.29 | 100.33<br>4.51% | 1,254,165.00<br>18,929.17 | 0.62%<br>753.71 | Aa3/A<br>AA- | 2.67<br>1.57 |
| 91159HJK7 | US BANCORP 4.653 02/01/2029 | 1,500,000.00 | --<br>4.30% | 1,509,580.00<br>1,508,336.61 | 100.30<br>4.61% | 1,504,557.66<br>23,265.00 | 0.74%<br>(3,778.95) | A3/A<br>A+ | 2.67<br>1.56 |
| 009158BH8 | AIR PRODUCTS AND CHEMICALS INC 4.6 02/08/2029 | 500,000.00 | 04/17/2025<br>4.37% | 503,835.00<br>502,688.45 | 100.51<br>4.39% | 502,551.50<br>7,219.44 | 0.25%<br>(136.95) | A3/A<br>NA | 2.69<br>2.40 |
| 756109CF9 | REALTY INCOME CORP 4.75 02/15/2029 | 1,000,000.00 | 07/22/2025<br>4.30% | 1,014,460.00<br>1,010,901.84 | 100.73<br>4.46% | 1,007,344.00<br>13,986.11 | 0.49%<br>(3,557.84) | A3/A-<br>NA | 2.71<br>2.41 |
| 17275RBR2 | CISCO SYSTEMS INC 4.85 02/26/2029 | 2,000,000.00 | --<br>4.04% | 2,046,800.00<br>2,039,816.41 | 101.52<br>4.25% | 2,030,466.00<br>25,597.22 | 1.00%<br>(9,350.41) | A1/AA-<br>NA | 2.74<br>2.44 |
| 571748BG6 | MARSH & MCLENNAN COMPANIES INC 4.375 03/15/2029 | 500,000.00 | 05/22/2025<br>4.55% | 496,995.00<br>497,802.38 | 99.92<br>4.40% | 499,606.50<br>4,618.06 | 0.25%<br>1,804.12 | A3/A-<br>A- | 2.79<br>2.58 |
| 79466LAR5 | SALESFORCE INC 4.65 03/15/2029 | 425,000.00 | 03/19/2026<br>4.65% | 425,029.75<br>425,027.71 | 100.20<br>4.57% | 425,867.85<br>4,281.88 | 0.21%<br>840.14 | A2/A+<br>NA | 2.79<br>2.49 |
| 00287YDS5 | ABBVIE INC 4.8 03/15/2029 | 1,500,000.00 | --<br>4.23% | 1,524,390.00<br>1,521,477.27 | 101.13<br>4.36% | 1,516,962.00<br>15,200.00 | 0.74%<br>(4,515.27) | A2/A-<br>NA | 2.79<br>2.49 |
| 58989V2H6 | MET TOWER GLOBAL FUNDING 5.25 04/12/2029 | 1,000,000.00 | 07/21/2025<br>4.39% | 1,029,130.00<br>1,022,404.40 | 101.81<br>4.57% | 1,018,075.00<br>7,145.83 | 0.50%<br>(4,329.40) | Aa3/AA-<br>AA- | 2.87<br>2.62 |
| 91324PEH1 | UNITEDHEALTH GROUP INC 4.0 05/15/2029 | 500,000.00 | 02/20/2025<br>4.74% | 485,910.00<br>490,153.43 | 98.89<br>4.40% | 494,457.00<br>888.89 | 0.24%<br>4,303.57 | A2/A+<br>A | 2.96<br>2.75 |
| 74456QBY1 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.2 05/15/2029 | 1,000,000.00 | 07/22/2025<br>4.27% | 962,760.00<br>971,133.65 | 96.94<br>4.32% | 969,354.00<br>1,422.22 | 0.48%<br>(1,779.65) | A1/A<br>NA | 2.96<br>2.78 |
| 61747YFF7 | MORGAN STANLEY 5.449 07/20/2029 | 750,000.00 | --<br>4.87% | 762,862.50<br>758,497.64 | 101.76<br>4.79% | 763,212.00<br>14,871.23 | 0.37%<br>4,714.36 | A1/A-<br>A+ | 3.14<br>1.96 |
| 025816EJ4 | AMERICAN EXPRESS CO 4.351 07/20/2029 | 1,750,000.00 | --<br>4.27% | 1,753,312.50<br>1,752,902.46 | 99.69<br>4.49% | 1,744,601.85<br>27,707.41 | 0.86%<br>(8,300.62) | A2/A-<br>A | 3.14<br>1.99 |
| 06051GHM4 | BANK OF AMERICA CORP 4.271 07/23/2029 | 750,000.00 | --<br>4.93% | 734,265.00<br>740,353.06 | 99.41<br>4.77% | 745,544.25<br>11,389.33 | 0.37%<br>5,191.19 | A1/A-<br>AA- | 3.15<br>2.00 |
| 46647PDU7 | JPMORGAN CHASE & CO 5.299 07/24/2029 | 750,000.00 | --<br>4.81% | 760,890.00<br>757,253.98 | 101.50<br>4.72% | 761,280.75<br>14,020.27 | 0.37%<br>4,026.77 | A1/A<br>AA- | 3.15<br>1.98 |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 30303M8S4 | META PLATFORMS INC 4.3 08/15/2029 | 500,000.00 | 03/19/2025 4.47% | 496,715.00 497,609.24 | 100.11 4.26% | 500,540.50 6,330.56 | 0.25% 2,931.26 | Aa3/AA- NA | 3.21 2.93 |
| 171239AL0 | CHUBB INA HOLDINGS LLC 4.65 08/15/2029 | 500,000.00 | 04/17/2025 4.45% | 503,710.00 502,735.71 | 100.75 4.40% | 503,742.25 6,845.83 | 0.25% 1,006.55 | A2/A A | 3.21 2.84 |
| 857477BD4 | STATE STREET CORP 4.141 12/03/2029 | 500,000.00 | 05/22/2025 4.57% | 493,045.00 495,061.41 | 99.37 4.56% | 496,862.47 10,237.47 | 0.24% 1,801.05 | Aa3/A AA- | 3.51 2.31 |
| 89236TNA9 | TOYOTA MOTOR CREDIT CORP 4.95 01/09/2030 | 1,500,000.00 | 08/27/2025 4.19% | 1,544,835.00 1,537,048.61 | 101.54 4.48% | 1,523,112.00 29,287.50 | 0.75% (13,936.61) | A1/A+ A+ | 3.61 3.21 |
| 341081GP6 | FLORIDA POWER & LIGHT CO 4.625 05/15/2030 | 2,000,000.00 | 03/05/2026 4.06% | 2,041,320.00 2,038,874.53 | 100.60 4.46% | 2,011,900.00 4,111.11 | 0.99% (26,974.53) | Aa2/A+ AA- | 3.96 3.44 |
| 24422EYE3 | JOHN DEERE CAPITAL CORP 4.55 06/05/2030 | 1,000,000.00 | 03/19/2026 4.38% | 1,006,290.00 1,005,991.45 | 100.42 4.43% | 1,004,205.00 22,244.44 | 0.49% (1,786.45) | A1/A A+ | 4.01 3.55 |
| 828807EB9 | SIMON PROPERTY GROUP LP 4.3 01/15/2031 | 2,000,000.00 | 03/05/2026 4.33% | 1,997,040.00 1,997,185.00 | 98.59 4.64% | 1,971,821.96 32,966.67 | 0.97% (25,363.04) | A3/A NA | 4.63 4.07 |
| 756109CD4 | REALTY INCOME CORP 3.2 02/15/2031 | 1,000,000.00 | 04/21/2026 4.54% | 942,640.00 943,943.64 | 93.68 4.71% | 936,796.00 9,422.22 | 0.46% (7,147.64) | A3/A- NA | 4.71 4.25 |
| 023135DD5 | AMAZON.COM INC 4.25 03/13/2031 | 1,000,000.00 | -- 4.40% | 993,589.00 993,833.76 | 98.88 4.51% | 988,802.00 9,208.33 | 0.49% (5,031.76) | A1/AA AA- | 4.78 4.24 |
| 532457DL9 | ELI LILLY AND CO 4.375 05/20/2031 | 1,225,000.00 | -- 4.41% | 1,222,894.05 1,222,907.89 | 99.49 4.49% | 1,218,736.58 1,637.59 | 0.60% (4,171.31) | Aa3/AA- NA | 4.97 4.41 |
| **Total Corporate** | | **42,300,000.00** | **4.03%** | **42,354,131.55 42,354,190.43** | **99.92 4.49%** | **42,256,952.83 474,877.75** | **20.74% (97,237.60)** | | **2.80 2.32** |
| **MONEY MARKET FUND** | | | | | | | | | |
| X9USDCRGO | Dreyfus Govt Cash Management | 10,431,400.02 | -- 3.27% | 10,431,400.02 10,431,400.02 | 1.00 3.27% | 10,431,400.02 0.00 | 5.12% 0.00 | NA/NA NA | 0.00 0.00 |
| **Total Money Market Fund** | | **10,431,400.02** | **3.27%** | **10,431,400.02 10,431,400.02** | **1.00 3.27%** | **10,431,400.02 0.00** | **5.12% 0.00** | | **0.00 0.00** |
| **SUPRANATIONAL** | | | | | | | | | |
| 45950KDF4 | INTERNATIONAL FINANCE CORP 4.375 01/15/2027 | 1,000,000.00 | 06/27/2025 3.89% | 1,007,230.00 1,002,922.77 | 100.28 3.91% | 1,002,807.00 16,527.78 | 0.49% (115.77) | Aaa/AAA NA | 0.63 0.60 |
| 459058KT9 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028 | 2,000,000.00 | 06/17/2025 3.98% | 1,972,780.00 1,981,237.64 | 98.91 4.04% | 1,978,242.00 27,027.78 | 0.97% (2,995.64) | Aaa/AAA NA | 2.11 1.99 |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| **Total** | | | | **2,980,010.00** | **99.37** | **2,981,049.00** | **1.46%** | | **1.61** |
| **Supranational** | | **3,000,000.00** | **3.95%** | **2,984,160.41** | **4.00%** | **43,555.56** | **(3,111.41)** | | **1.52** |
| **US TREASURY** | | | | | | | | | |
| 912797QX8 | UNITED STATES TREASURY 06/11/2026 | 760,000.00 | 03/31/2026 3.68% | 754,524.43 759,239.50 | 99.90 3.67% | 759,236.20 0.00 | 0.37% (3.30) | P-1/A-1+ F1+ | 0.03 0.03 |
| 91282CJT9 | UNITED STATES TREASURY 4.0 01/15/2027 | 3,000,000.00 | 07/21/2025 3.95% | 3,002,109.38 3,000,887.34 | 100.13 3.77% | 3,004,013.67 45,414.36 | 1.47% 3,126.33 | Aa1/AA+ AA+ | 0.63 0.60 |
| 91282CMP3 | UNITED STATES TREASURY 4.125 02/28/2027 | 2,695,000.00 | -- 3.67% | 2,711,219.73 2,703,788.16 | 100.21 3.84% | 2,700,526.85 28,094.28 | 1.33% (3,261.31) | Aa1/AA+ AA+ | 0.75 0.72 |
| 91282CMV0 | UNITED STATES TREASURY 3.875 03/31/2027 | 750,000.00 | 04/17/2025 3.80% | 750,966.80 750,413.17 | 100.03 3.83% | 750,241.70 4,923.16 | 0.37% (171.47) | Aa1/AA+ AA+ | 0.83 0.81 |
| 91282CMY4 | UNITED STATES TREASURY 3.75 04/30/2027 | 1,000,000.00 | 05/22/2025 4.00% | 995,273.44 997,773.77 | 99.89 3.87% | 998,921.87 3,260.87 | 0.49% 1,148.10 | Aa1/AA+ AA+ | 0.91 0.89 |
| 91282CKV2 | UNITED STATES TREASURY 4.625 06/15/2027 | 1,000,000.00 | 06/04/2025 3.86% | 1,014,765.63 1,007,562.40 | 100.73 3.90% | 1,007,272.00 21,346.15 | 0.49% (290.40) | Aa1/AA+ AA+ | 1.04 0.99 |
| 91282CLG4 | UNITED STATES TREASURY 3.75 08/15/2027 | 3,000,000.00 | 07/22/2025 3.82% | 2,995,664.06 2,997,466.38 | 99.77 3.94% | 2,993,203.14 32,941.99 | 1.47% (4,263.24) | Aa1/AA+ AA+ | 1.21 1.16 |
| 91282CPE5 | UNITED STATES TREASURY 3.5 10/31/2027 | 2,000,000.00 | 11/24/2025 3.51% | 1,999,609.38 1,999,713.55 | 99.36 3.97% | 1,987,109.38 6,086.96 | 0.98% (12,604.17) | Aa1/AA+ AA+ | 1.42 1.36 |
| 91282CLX7 | UNITED STATES TREASURY 4.125 11/15/2027 | 750,000.00 | 12/19/2024 4.33% | 745,810.55 747,897.37 | 100.20 3.98% | 751,523.25 1,429.18 | 0.37% 3,625.88 | Aa1/AA+ AA+ | 1.46 1.40 |
| 91282CMF5 | UNITED STATES TREASURY 4.25 01/15/2028 | 750,000.00 | 01/14/2025 4.48% | 745,283.20 747,445.60 | 100.39 4.00% | 752,929.69 12,063.19 | 0.37% 5,484.08 | Aa1/AA+ AA+ | 1.63 1.53 |
| 91282CMS7 | UNITED STATES TREASURY 3.875 03/15/2028 | 750,000.00 | 03/19/2025 4.05% | 746,279.30 747,773.04 | 99.79 4.00% | 748,417.97 6,159.99 | 0.37% 644.93 | Aa1/AA+ AA+ | 1.79 1.70 |
| 91282CMW8 | UNITED STATES TREASURY 3.75 04/15/2028 | 1,000,000.00 | 04/17/2025 3.80% | 998,515.63 999,068.52 | 99.54 4.00% | 995,429.69 4,815.57 | 0.49% (3,638.83) | Aa1/AA+ AA+ | 1.88 1.78 |
| 91282CHE4 | UNITED STATES TREASURY 3.625 05/31/2028 | 1,200,000.00 | -- 4.12% | 1,182,328.13 1,189,049.04 | 99.26 4.01% | 1,191,140.63 118.85 | 0.58% 2,091.59 | Aa1/AA+ AA+ | 2.00 1.91 |
| 91282CNH0 | UNITED STATES TREASURY 3.875 06/15/2028 | 1,500,000.00 | 06/17/2025 3.90% | 1,499,003.91 1,499,321.05 | 99.73 4.01% | 1,495,957.04 26,826.92 | 0.73% (3,364.02) | Aa1/AA+ AA+ | 2.04 1.91 |
| 91282CNM9 | UNITED STATES TREASURY 3.875 07/15/2028 | 3,000,000.00 | 07/22/2025 3.78% | 3,008,203.13 3,005,843.22 | 99.70 4.02% | 2,990,976.57 43,995.17 | 1.47% (14,866.65) | Aa1/AA+ AA+ | 2.12 1.99 |
| 91282CHX2 | UNITED STATES TREASURY 4.375 08/31/2028 | 3,000,000.00 | -- 3.85% | 3,040,302.73 3,033,581.97 | 100.73 4.03% | 3,021,915.00 33,169.16 | 1.48% (11,666.97) | Aa1/AA+ AA+ | 2.25 2.10 |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| 91282CNY3 | UNITED STATES TREASURY 3.375 09/15/2028 | 3,000,000.00 | 09/29/2025 3.63% | 2,978,671.88 2,983,486.00 | 98.58 4.03% | 2,957,343.75 21,460.60 | 1.45% (26,142.25) | Aa1/AA+ AA+ | 2.29 2.16 |
| 91282CJA0 | UNITED STATES TREASURY 4.625 09/30/2028 | 2,000,000.00 | -- 4.05% | 2,033,945.31 2,024,934.19 | 101.32 4.03% | 2,026,328.00 15,669.40 | 0.99% 1,393.81 | Aa1/AA+ AA+ | 2.33 2.18 |
| 91282CJN2 | UNITED STATES TREASURY 4.375 11/30/2028 | 3,000,000.00 | -- 3.81% | 3,053,671.88 3,039,292.50 | 100.79 4.04% | 3,023,790.00 358.61 | 1.48% (15,502.50) | Aa1/AA+ AA+ | 2.50 2.35 |
| 91282CPP0 | UNITED STATES TREASURY 3.5 12/15/2028 | 2,250,000.00 | 01/27/2026 3.63% | 2,241,826.17 2,242,789.63 | 98.71 4.04% | 2,220,908.20 36,346.15 | 1.09% (21,881.43) | Aa1/AA+ AA+ | 2.54 2.36 |
| 91282CJW2 | UNITED STATES TREASURY 4.0 01/31/2029 | 3,000,000.00 | -- 3.91% | 3,008,828.13 3,006,748.57 | 99.87 4.05% | 2,996,016.00 40,110.50 | 1.47% (10,732.57) | Aa1/AA+ AA+ | 2.67 2.47 |
| 91282CKG5 | UNITED STATES TREASURY 4.125 03/31/2029 | 3,000,000.00 | -- 3.84% | 3,029,658.20 3,022,472.52 | 100.18 4.05% | 3,005,507.82 20,963.11 | 1.48% (16,964.70) | Aa1/AA+ AA+ | 2.83 2.63 |
| 91282CKT7 | UNITED STATES TREASURY 4.5 05/31/2029 | 3,000,000.00 | -- 3.90% | 3,064,218.75 3,049,363.43 | 101.22 4.06% | 3,036,681.00 368.85 | 1.49% (12,682.43) | Aa1/AA+ AA+ | 3.00 2.78 |
| 91282CLC3 | UNITED STATES TREASURY 4.0 07/31/2029 | 3,000,000.00 | 07/22/2025 3.83% | 3,018,281.25 3,014,386.06 | 99.80 4.07% | 2,994,023.43 40,110.50 | 1.47% (20,362.63) | Aa1/AA+ AA+ | 3.17 2.91 |
| 91282CMA6 | UNITED STATES TREASURY 4.125 11/30/2029 | 3,000,000.00 | 07/22/2025 3.85% | 3,032,226.56 3,025,886.58 | 100.13 4.09% | 3,003,750.00 338.11 | 1.47% (22,136.58) | Aa1/AA+ AA+ | 3.50 3.23 |
| 91282CMG3 | UNITED STATES TREASURY 4.25 01/31/2030 | 3,000,000.00 | -- 3.72% | 3,062,050.78 3,053,889.49 | 100.52 4.10% | 3,015,468.00 42,617.40 | 1.48% (38,421.49) | Aa1/AA+ AA+ | 3.67 3.32 |
| 91282CGZ8 | UNITED STATES TREASURY 3.5 04/30/2030 | 3,000,000.00 | 09/29/2025 3.72% | 2,971,875.00 2,975,976.91 | 97.81 4.11% | 2,934,375.00 9,130.43 | 1.44% (41,601.91) | Aa1/AA+ AA+ | 3.91 3.60 |
| 91282CHF1 | UNITED STATES TREASURY 3.75 05/31/2030 | 5,000,000.00 | -- 3.74% | 5,002,617.19 5,002,492.03 | 98.69 4.11% | 4,934,570.30 512.30 | 2.42% (67,921.73) | Aa1/AA+ AA+ | 4.00 3.67 |
| 91282CHJ3 | UNITED STATES TREASURY 3.75 06/30/2030 | 5,000,000.00 | -- 3.70% | 5,010,468.75 5,009,540.09 | 98.64 4.12% | 4,931,835.95 78,729.28 | 2.42% (77,704.14) | Aa1/AA+ AA+ | 4.08 3.68 |
| 91282CNN7 | UNITED STATES TREASURY 3.875 07/31/2030 | 5,000,000.00 | -- 3.75% | 5,026,367.19 5,024,683.22 | 99.09 4.11% | 4,954,490.00 64,761.74 | 2.43% (70,193.22) | Aa1/AA+ AA+ | 4.17 3.76 |
| 91282CPA3 | UNITED STATES TREASURY 3.625 09/30/2030 | 5,000,000.00 | -- 3.76% | 4,970,507.81 4,972,490.83 | 98.05 4.12% | 4,902,343.75 30,703.55 | 2.41% (70,147.08) | Aa1/AA+ AA+ | 4.33 3.94 |
| 91282CPN5 | UNITED STATES TREASURY 3.5 11/30/2030 | 7,500,000.00 | -- 3.90% | 7,373,945.32 7,377,900.74 | 97.44 4.13% | 7,308,105.00 717.21 | 3.59% (69,795.74) | Aa1/AA+ AA+ | 4.50 4.11 |
| 91282CJX0 | UNITED STATES TREASURY 4.0 01/31/2031 | 8,000,000.00 | -- 3.88% | 8,040,546.87 8,038,687.85 | 99.41 4.14% | 7,952,816.00 106,961.33 | 3.90% (85,871.85) | Aa1/AA+ AA+ | 4.67 4.16 |
| 91282CQG9 | UNITED STATES TREASURY 3.875 03/31/2031 | 7,500,000.00 | -- 4.00% | 7,457,910.16 7,459,050.90 | 98.85 4.14% | 7,413,867.15 49,231.56 | 3.64% (45,183.75) | Aa1/AA+ AA+ | 4.83 4.33 |

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 100,567,476.63 | 99.37 | 99,761,033.99 | 48.96% | | 3.18 |
| Total US Treasury | | 100,405,000.00 | 3.83% | 100,510,895.64 | 4.05% | 829,736.43 | (749,861.65) | | 2.91 |
| | | | | 204,994,579.77 | 94.11 | 203,755,883.91 | 100.00% | | 2.57 |
| Total Portfolio | | 205,019,061.83 | 3.54% | 205,017,241.96 | 4.11% | 1,537,474.42 | (1,261,358.05) | | 2.19 |
| Total Market Value + Accrued | | | | | | 205,293,358.33 | | | |

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/ Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **ACQUISITIONS** | | | | | | | | | | |
| Purchase | 05/01/2026 | X9USDCRGO | 13,275.00 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (13,275.00) | 0.00 | (13,275.00) | 0.00 |
| Purchase | 05/04/2026 | X9USDCRGO | 2,462.06 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (2,462.06) | 0.00 | (2,462.06) | 0.00 |
| Purchase | 05/08/2026 | X9USDCRGO | 2,994,720.00 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (2,994,720.00) | 0.00 | (2,994,720.00) | 0.00 |
| Purchase | 05/08/2026 | X9USDCRGO | 22,750.00 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (22,750.00) | 0.00 | (22,750.00) | 0.00 |
| Purchase | 05/13/2026 | 43814YAD3 | 1,435,000.00 | HAROT 2026-2 A3 4.3 11/15/2030 | 99.997 | 3.02% | (1,434,958.53) | 0.00 | (1,434,958.53) | 0.00 |
| Purchase | 05/14/2026 | 36275AAD1 | 635,000.00 | GMALT 2026-2 A3 4.3 03/20/2029 | 99.989 | 4.40% | (634,931.29) | 0.00 | (634,931.29) | 0.00 |
| Purchase | 05/14/2026 | X9USDCRGO | 2,335,982.04 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (2,335,982.04) | 0.00 | (2,335,982.04) | 0.00 |
| Purchase | 05/15/2026 | X9USDCRGO | 110,266.06 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (110,266.06) | 0.00 | (110,266.06) | 0.00 |
| Purchase | 05/20/2026 | 58769MAD2 | 1,400,000.00 | MBART 261 A3 4.36 10/15/2030 | 99.978 | 4.60% | (1,399,695.08) | 0.00 | (1,399,695.08) | 0.00 |
| Purchase | 05/20/2026 | 532457DL9 | 560,000.00 | ELI LILLY AND CO 4.375 05/20/2031 | 99.751 | 4.43% | (558,605.60) | 0.00 | (558,605.60) | 0.00 |
| Purchase | 05/20/2026 | 532457DL9 | 665,000.00 | ELI LILLY AND CO 4.375 05/20/2031 | 99.893 | 4.40% | (664,288.45) | 0.00 | (664,288.45) | 0.00 |
| Purchase | 05/20/2026 | X9USDCRGO | 26,532.75 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (26,532.75) | 0.00 | (26,532.75) | 0.00 |
| Purchase | 05/21/2026 | X9USDCRGO | 452.75 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (452.75) | 0.00 | (452.75) | 0.00 |
| Purchase | 05/21/2026 | X9USDCRGO | 2,929.50 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (2,929.50) | 0.00 | (2,929.50) | 0.00 |
| Purchase | 05/22/2026 | X9USDCRGO | 2,971,258.33 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (2,971,258.33) | 0.00 | (2,971,258.33) | 0.00 |
| Purchase | 05/26/2026 | X9USDCRGO | 24,899.32 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (24,899.32) | 0.00 | (24,899.32) | 0.00 |

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/ Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Purchase | 05/27/2026 | 3137FQ3A9 | 2,000,000.00 | FHMS K-100 A2 2.673 09/25/2029 | 94.555 | 4.44% | (1,891,093.75) | (3,861.00) | (1,894,954.75) | 0.00 |
| Purchase | 05/28/2026 | X9USDCRGO | 10,386,000.00 | Dreyfus Govt Cash Management | 1.000 | 3.27% | (10,386,000.00) | 0.00 | (10,386,000.00) | 0.00 |
| Purchase | 05/29/2026 | 91282CPN5 | 2,500,000.00 | UNITED STATES TREASURY 3.5 11/30/2030 | 97.367 | 4.15% | (2,434,179.69) | (43,269.23) | (2,477,448.92) | 0.00 |
| **Total Purchase** | | | **28,086,527.81** | | | | **(27,909,280.20)** | **(47,130.23)** | **(27,956,410.43)** | **0.00** |
| **TOTAL ACQUISITIONS** | | | **28,086,527.81** | | | | **(27,909,280.20)** | **(47,130.23)** | **(27,956,410.43)** | **0.00** |
| **DISPOSITIONS** | | | | | | | | | | |
| Sale | 05/08/2026 | 3130AMWK4 | (3,000,000.00) | FEDERAL HOME LOAN BANKS 1.02 07/14/2026 | 99.501 | 1.03% | 2,985,030.00 | (9,690.00) | 2,994,720.00 | (14,942.48) |
| Sale | 05/13/2026 | X9USDCRGO | (1,434,958.53) | Dreyfus Govt Cash Management | 1.000 | 3.27% | 1,434,958.53 | 0.00 | 1,434,958.53 | 0.00 |
| Sale | 05/14/2026 | 3130AP2P9 | (3,000,000.00) | FEDERAL HOME LOAN BANKS 0.92 09/30/2026 | 98.918 | 1.03% | 2,967,540.00 | (3,373.33) | 2,970,913.33 | (31,203.98) |
| Sale | 05/20/2026 | X9USDCRGO | (2,622,589.13) | Dreyfus Govt Cash Management | 1.000 | 3.27% | 2,622,589.13 | 0.00 | 2,622,589.13 | 0.00 |
| Sale | 05/22/2026 | 3130APC94 | (3,000,000.00) | FEDERAL HOME LOAN BANKS 1.07 10/14/2026 | 98.929 | 1.09% | 2,967,870.00 | (3,388.33) | 2,971,258.33 | (31,951.33) |
| Sale | 05/27/2026 | X9USDCRGO | (1,894,954.75) | Dreyfus Govt Cash Management | 1.000 | 3.27% | 1,894,954.75 | 0.00 | 1,894,954.75 | 0.00 |
| Sale | 05/28/2026 | X9USDCRGO | (386,000.00) | Dreyfus Govt Cash Management | 1.000 | 3.27% | 386,000.00 | 0.00 | 386,000.00 | 0.00 |
| Sale | 05/29/2026 | X9USDCRGO | (2,477,448.92) | Dreyfus Govt Cash Management | 1.000 | 3.27% | 2,477,448.92 | 0.00 | 2,477,448.92 | 0.00 |
| **Total Sale** | | | **(17,815,951.33)** | | | | **17,736,391.33** | **(16,451.66)** | **17,752,842.99** | **(78,097.79)** |

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/ Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| **TOTAL DISPOSITIONS** | | | **(17,815,951.33)** | | | | **17,736,391.33** | **(16,451.66)** | **17,752,842.99** | **(78,097.79)** |
| **OTHER TRANSACTIONS** | | | | | | | | | | |
| Cash Transfer | 05/21/2026 | CCYUSD | 452.75 | Cash | | 0.00% | 452.75 | 0.00 | 452.75 | 0.00 |
| Cash Transfer | 05/28/2026 | CCYUSD | 10,000,000.00 | Cash | | 0.00% | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 |
| **Total Cash Transfer** | | | **10,000,452.75** | | | | **10,000,452.75** | **0.00** | **10,000,452.75** | **0.00** |
| Coupon | 05/01/2026 | 46647PAF3 | 0.00 | JPMORGAN CHASE & CO 3.54 05/01/2028 | | 4.38% | 13,275.00 | 0.00 | 13,275.00 | 0.00 |
| Coupon | 05/01/2026 | 3137FKZZ2 | 0.00 | FHMS K-088 A2 3.69 01/25/2029 | | 4.24% | 5,519.63 | 0.00 | 5,519.63 | 0.00 |
| Coupon | 05/08/2026 | 571748BY7 | 0.00 | MARSH & MCLENNAN COMPANIES INC 4.55 11/08/2027 | | 4.22% | 22,750.00 | 0.00 | 22,750.00 | 0.00 |
| Coupon | 05/15/2026 | 91324PEH1 | 0.00 | UNITEDHEALTH GROUP INC 4.0 05/15/2029 | | 4.74% | 10,000.00 | 0.00 | 10,000.00 | 0.00 |
| Coupon | 05/15/2026 | 58770XAD5 | 0.00 | MBALT 2025-B A3 3.88 04/16/2029 | | 4.57% | 4,074.00 | 0.00 | 4,074.00 | 0.00 |
| Coupon | 05/15/2026 | 47787DAD3 | 0.00 | JDOT 2026 A3 3.87 08/15/2030 | | 4.49% | 2,096.25 | 0.00 | 2,096.25 | 0.00 |
| Coupon | 05/15/2026 | 44935XAD7 | 0.00 | HART 2025-B A3 4.36 12/17/2029 | | 4.36% | 962.83 | 0.00 | 962.83 | 0.00 |
| Coupon | 05/15/2026 | 91282CLX7 | 0.00 | UNITED STATES TREASURY 4.125 11/15/2027 | | 4.33% | 15,468.75 | 0.00 | 15,468.75 | 0.00 |
| Coupon | 05/15/2026 | 448981AD2 | 0.00 | HART 2026-A A3 3.79 02/18/2031 | | 4.30% | 3,916.33 | 0.00 | 3,916.33 | 0.00 |
| Coupon | 05/15/2026 | 74456QBY1 | 0.00 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.2 05/15/2029 | | 4.27% | 16,000.00 | 0.00 | 16,000.00 | 0.00 |

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/ Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Coupon | 05/15/2026 | 89240QAD7 | 0.00 | TAOT 2026-B A3 4.13 12/16/2030 | | 4.27% | 1,954.87 | 0.00 | 1,954.87 | 0.00 |
| Coupon | 05/15/2026 | 448972AD1 | 0.00 | HALST 26B A3 4.21 04/16/2029 | | 4.21% | 3,362.15 | 0.00 | 3,362.15 | 0.00 |
| Coupon | 05/15/2026 | 89240KAD0 | 0.00 | TAOT 2026-A A3 3.86 09/15/2030 | | 4.13% | 2,476.83 | 0.00 | 2,476.83 | 0.00 |
| Coupon | 05/15/2026 | 341081GP6 | 0.00 | FLORIDA POWER & LIGHT CO 4.625 05/15/2030 | | 4.06% | 46,250.00 | 0.00 | 46,250.00 | 0.00 |
| Coupon | 05/15/2026 | 448970AD5 | 0.00 | HALST 2026-A A3 3.97 12/15/2028 | | 3.98% | 1,951.92 | 0.00 | 1,951.92 | 0.00 |
| Coupon | 05/15/2026 | 58770YAD3 | 0.00 | MBALT 2026-A A3 3.93 01/15/2030 | | 3.97% | 1,752.13 | 0.00 | 1,752.13 | 0.00 |
| Coupon | 05/20/2026 | 87269AAA8 | 0.00 | TMUST 2026-1 A 4.25 10/21/2030 | | 4.26% | 2,443.75 | 0.00 | 2,443.75 | 0.00 |
| Coupon | 05/20/2026 | 36273VAD7 | 0.00 | GMALT 2026-1 A3 3.88 01/22/2029 | | 4.11% | 3,395.00 | 0.00 | 3,395.00 | 0.00 |
| Coupon | 05/20/2026 | 89240NAD4 | 0.00 | TLOT 2025-B A3 3.96 11/20/2028 | | 3.97% | 2,656.50 | 0.00 | 2,656.50 | 0.00 |
| Coupon | 05/20/2026 | 023135CS3 | 0.00 | AMAZON.COM INC 3.9 11/20/2028 | | 3.91% | 18,037.50 | 0.00 | 18,037.50 | 0.00 |
| Coupon | 05/21/2026 | 43815CAD0 | 0.00 | HAROT 2026-1 A3 3.78 09/23/2030 | | 3.03% | 2,929.50 | 0.00 | 2,929.50 | 0.00 |
| Coupon | 05/24/2026 | 3130APU78 | 0.00 | FEDERAL HOME LOAN BANKS 1.3 11/24/2026 | | 1.42% | 3,445.00 | 0.00 | 3,445.00 | 0.00 |
| Coupon | 05/24/2026 | 3130APUR4 | 0.00 | FEDERAL HOME LOAN BANKS 1.3 11/24/2026 | | 1.42% | 11,960.00 | 0.00 | 11,960.00 | 0.00 |
| Coupon | 05/25/2026 | 05594YAD8 | 0.00 | BMWLT 2026-1 A3 4.15 05/25/2029 | | 4.85% | 3,328.65 | 0.00 | 3,328.65 | 0.00 |
| Coupon | 05/25/2026 | 096912AD2 | 0.00 | BMWLT 2025-1 A3 4.43 06/26/2028 | | 4.82% | 646.04 | 0.00 | 646.04 | 0.00 |
| Coupon | 05/31/2026 | 91282CHE4 | 0.00 | UNITED STATES TREASURY 3.625 05/31/2028 | | 4.12% | 21,750.00 | 0.00 | 21,750.00 | 0.00 |

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/ Disp Yield | Amount | Interest Pur/ Sold | Total Amount | Gain/Loss |
|---|---|---|---|---|---|---|---|---|---|---|
| Coupon | 05/31/2026 | 91282CKT7 | 0.00 | UNITED STATES TREASURY 4.5 05/31/2029 | | 3.90% | 67,500.00 | 0.00 | 67,500.00 | 0.00 |
| Coupon | 05/31/2026 | 91282CPN5 | 0.00 | UNITED STATES TREASURY 3.5 11/30/2030 | | 3.90% | 131,250.00 | 0.00 | 131,250.00 | 0.00 |
| Coupon | 05/31/2026 | 91282CMA6 | 0.00 | UNITED STATES TREASURY 4.125 11/30/2029 | | 3.85% | 61,875.00 | 0.00 | 61,875.00 | 0.00 |
| Coupon | 05/31/2026 | 91282CJN2 | 0.00 | UNITED STATES TREASURY 4.375 11/30/2028 | | 3.81% | 65,625.00 | 0.00 | 65,625.00 | 0.00 |
| Coupon | 05/31/2026 | 91282CHF1 | 0.00 | UNITED STATES TREASURY 3.75 05/31/2030 | | 3.74% | 93,750.00 | 0.00 | 93,750.00 | 0.00 |
| **Total Coupon** | | | **0.00** | | | | **642,402.63** | **0.00** | **642,402.63** | **0.00** |
| Dividend | 06/02/2026 | X9USDCRGO | 0.00 | Dreyfus Govt Cash Management | | 3.27% | 10,911.81 | 0.00 | 10,911.81 | 0.00 |
| **Total Dividend** | | | **0.00** | | | | **10,911.81** | **0.00** | **10,911.81** | **0.00** |
| **TOTAL OTHER TRANSACTIONS** | | | **10,000,452.75** | | | | **10,653,767.19** | **0.00** | **10,653,767.19** | **0.00** |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| **CASH & EQUIVALENTS** | | | | | | |
| 912797QX8 | UNITED STATES TREASURY<br>06/11/2026 | 03/31/2026<br>03/31/2026<br>760,000.00 | 756,881.97<br>0.00<br>0.00<br>759,239.50 | 0.00<br>0.00<br>0.00<br>0.00 | 2,357.54<br>0.00<br>2,357.54<br>2,357.54 | 2,357.54 |
| CCYUSD | Receivable | 452,661.81 | 2,462.06<br>0.00<br>0.00<br>452,661.81 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00<br>0.00<br>0.00<br>0.00 | 0.00 |
| X9USDCRGO | Dreyfus Govt Cash Management | 10,431,400.02 | 355,823.54<br>18,891,527.81<br>(8,815,951.33)<br>10,431,400.02 | 0.00<br>2,462.06<br>0.00<br>2,462.06 | 0.00<br>0.00<br>0.00<br>2,462.06 | 2,462.06 |
| **Total Cash & Equivalents** | | **11,644,061.83** | **1,115,167.57**<br>**18,891,527.81**<br>**(8,815,951.33)**<br>**11,643,301.33** | **0.00**<br>**2,462.06**<br>**0.00**<br>**2,462.06** | **2,357.54**<br>**0.00**<br>**2,357.54**<br>**4,819.60** | **4,819.60** |
| **FIXED INCOME** | | | | | | |
| 00287YDS5 | ABBVIE INC 4.8 03/15/2029 | 1,500,000.00 | 1,522,149.79<br>0.00<br>0.00<br>1,521,477.27 | 9,200.00<br>0.00<br>15,200.00<br>6,000.00 | 0.00<br>(672.52)<br>(672.52)<br>5,327.48 | 5,327.48 |
| 009158BH8 | AIR PRODUCTS AND CHEMICALS INC 4.6<br>02/08/2029 | 04/17/2025<br>04/21/2025<br>500,000.00 | 502,776.00<br>0.00<br>0.00<br>502,688.45 | 5,302.78<br>0.00<br>7,219.44<br>1,916.67 | 0.00<br>(87.54)<br>(87.54)<br>1,829.12 | 1,829.12 |
| 023135CS3 | AMAZON.COM INC 3.9<br>11/20/2028 | 11/17/2025<br>11/20/2025<br>925,000.00 | 924,826.58<br>0.00<br>0.00<br>924,832.34 | 16,133.54<br>18,037.50<br>1,102.29<br>3,006.25 | 5.76<br>0.00<br>5.76<br>3,012.01 | 3,012.01 |
| 023135DD5 | AMAZON.COM INC 4.25<br>03/13/2031 | 1,000,000.00 | 993,724.28<br>0.00<br>0.00<br>993,833.76 | 5,666.67<br>0.00<br>9,208.33<br>3,541.67 | 109.48<br>0.00<br>109.48<br>3,651.15 | 3,651.15 |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 025816EJ4 | AMERICAN EXPRESS CO 4.351 07/20/2029 | 1,750,000.00 | 1,753,023.59<br>0.00<br>0.00<br>1,752,902.46 | 21,362.20<br>0.00<br>27,707.41<br>6,345.21 | 12.35<br>(133.48)<br>(121.13)<br>6,224.08 | 6,224.08 |
| 05594YAD8 | BMWLT 2026-1 A3 4.15 05/25/2029 | 04/14/2026<br>04/22/2026<br>875,000.00 | 874,904.08<br>0.00<br>0.00<br>874,906.74 | 907.81<br>3,328.65<br>605.21<br>3,026.05 | 2.65<br>0.00<br>2.65<br>3,028.70 | 3,028.70 |
| 06051GHD4 | BANK OF AMERICA CORP 3.419 12/20/2028 | 07/22/2025<br>07/23/2025<br>750,000.00 | 738,721.24<br>0.00<br>0.00<br>739,305.93 | 9,331.02<br>0.00<br>11,467.90<br>2,136.88 | 584.68<br>0.00<br>584.68<br>2,721.56 | 2,721.56 |
| 06051GHM4 | BANK OF AMERICA CORP 4.271 07/23/2029 | 750,000.00 | 739,971.12<br>0.00<br>0.00<br>740,353.06 | 8,719.96<br>0.00<br>11,389.33<br>2,669.37 | 381.94<br>0.00<br>381.94<br>3,051.31 | 3,051.31 |
| 06406RBN6 | BANK OF NEW YORK MELLON CORP 4.543 02/01/2029 | 1,250,000.00 | 1,253,584.65<br>0.00<br>0.00<br>1,253,411.29 | 14,196.88<br>0.00<br>18,929.17<br>4,732.29 | 182.04<br>(355.40)<br>(173.36)<br>4,558.93 | 4,558.93 |
| 096912AD2 | BMWLT 2025-1 A3 4.43 06/26/2028 | 06/03/2025<br>06/10/2025<br>175,000.00 | 174,997.28<br>0.00<br>0.00<br>174,997.38 | 129.21<br>646.04<br>129.21<br>646.04 | 0.11<br>0.00<br>0.11<br>646.15 | 646.15 |
| 14913UAR1 | CATERPILLAR FINANCIAL SERVICES CORP 4.4 10/15/2027 | 1,500,000.00 | 1,504,775.00<br>0.00<br>0.00<br>1,504,496.76 | 2,933.33<br>0.00<br>8,433.33<br>5,500.00 | 0.00<br>(278.24)<br>(278.24)<br>5,221.76 | 5,221.76 |
| 171239AL0 | CHUBB INA HOLDINGS LLC 4.65 08/15/2029 | 04/17/2025<br>04/21/2025<br>500,000.00 | 502,810.10<br>0.00<br>0.00<br>502,735.71 | 4,908.33<br>0.00<br>6,845.83<br>1,937.50 | 0.00<br>(74.39)<br>(74.39)<br>1,863.11 | 1,863.11 |
| 17275RBR2 | CISCO SYSTEMS INC 4.85 02/26/2029 | 2,000,000.00 | 2,041,088.89<br>0.00<br>0.00<br>2,039,816.41 | 17,513.89<br>0.00<br>25,597.22<br>8,083.33 | 0.00<br>(1,272.48)<br>(1,272.48)<br>6,810.85 | 6,810.85 |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 24422EXH7 | JOHN DEERE CAPITAL CORP<br>4.5 01/16/2029 | <br><br>1,500,000.00 | 1,501,409.23<br>0.00<br>0.00<br>1,501,365.15 | 19,687.50<br>0.00<br>25,312.50<br>5,625.00 | 175.89<br>(219.97)<br>(44.08)<br>5,580.92 | 5,580.92 |
| 24422EYE3 | JOHN DEERE CAPITAL CORP<br>4.55 06/05/2030 | 03/19/2026<br>03/20/2026<br>1,000,000.00 | 1,006,118.23<br>0.00<br>0.00<br>1,005,991.45 | 18,452.78<br>0.00<br>22,244.44<br>3,791.67 | 0.00<br>(126.78)<br>(126.78)<br>3,664.89 | 3,664.89 |
| 26444HAE1 | DUKE ENERGY FLORIDA LLC<br>3.8 07/15/2028 | <br><br>1,250,000.00 | 1,239,861.30<br>0.00<br>0.00<br>1,240,251.25 | 13,986.11<br>0.00<br>17,944.44<br>3,958.33 | 389.95<br>0.00<br>389.95<br>4,348.28 | 4,348.28 |
| 30303M8S4 | META PLATFORMS INC 4.3<br>08/15/2029 | 03/19/2025<br>03/20/2025<br>500,000.00 | 497,545.95<br>0.00<br>0.00<br>497,609.24 | 4,538.89<br>0.00<br>6,330.56<br>1,791.67 | 63.29<br>0.00<br>63.29<br>1,854.96 | 1,854.96 |
| 3130AMWK4 | FEDERAL HOME LOAN BANKS<br>1.02 07/14/2026 | 07/14/2021<br>07/14/2021<br>0.00 | 2,999,969.61<br>0.00<br>(2,999,972.48)<br>0.00 | 9,095.00<br>9,690.00<br>0.00<br>595.00 | 2.88<br>0.00<br>2.88<br>597.88 | 597.88 |
| 3130AP2P9 | FEDERAL HOME LOAN BANKS<br>0.92 09/30/2026 | 09/30/2021<br>09/30/2021<br>0.00 | 2,998,626.51<br>0.00<br>(2,998,743.98)<br>0.00 | 2,376.67<br>3,373.33<br>0.00<br>996.66 | 117.47<br>0.00<br>117.47<br>1,114.13 | 1,114.13 |
| 3130APC94 | FEDERAL HOME LOAN BANKS<br>1.07 10/14/2026 | 10/14/2021<br>10/14/2021<br>0.00 | 2,999,795.45<br>0.00<br>(2,999,821.33)<br>0.00 | 1,515.83<br>3,388.33<br>0.00<br>1,872.50 | 25.88<br>0.00<br>25.88<br>1,898.37 | 1,898.37 |
| 3130APU78 | FEDERAL HOME LOAN BANKS<br>1.3 11/24/2026 | 12/09/2021<br>12/09/2021<br>530,000.00 | 529,651.06<br>0.00<br>0.00<br>529,703.32 | 3,004.81<br>3,445.00<br>133.97<br>574.17 | 52.26<br>0.00<br>52.26<br>626.42 | 626.42 |
| 3130APUR4 | FEDERAL HOME LOAN BANKS<br>1.3 11/24/2026 | 12/09/2021<br>12/09/2021<br>1,840,000.00 | 1,838,788.59<br>0.00<br>0.00<br>1,838,970.01 | 10,431.78<br>11,960.00<br>465.11<br>1,993.33 | 181.42<br>0.00<br>181.42<br>2,174.75 | 2,174.75 |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 3130APVC6 | FEDERAL HOME LOAN BANKS<br>1.375 12/01/2026 | 12/09/2021<br>12/09/2021<br>3,000,000.00 | 2,998,587.46<br>0.00<br>0.00<br>2,998,792.08 | 17,187.50<br>0.00<br>20,625.00<br>3,437.50 | 204.62<br>0.00<br>204.62<br>3,642.12 | 3,642.12 |
| 3130AQEC3 | FEDERAL HOME LOAN BANKS<br>1.37 12/30/2026 | 12/30/2021<br>12/30/2021<br>3,000,000.00 | 3,000,000.00<br>0.00<br>0.00<br>3,000,000.00 | 13,814.17<br>0.00<br>17,239.17<br>3,425.00 | 0.00<br>0.00<br>0.00<br>3,425.00 | 3,425.00 |
| 3130AQEF6 | FEDERAL HOME LOAN BANKS<br>1.375 12/30/2026 | 12/30/2021<br>12/30/2021<br>3,000,000.00 | 2,999,800.38<br>0.00<br>0.00<br>2,999,825.85 | 13,864.58<br>0.00<br>17,302.08<br>3,437.50 | 25.47<br>0.00<br>25.47<br>3,462.97 | 3,462.97 |
| 3130AQF65 | FEDERAL HOME LOAN BANKS<br>1.25 12/21/2026 | 12/22/2021<br>12/22/2021<br>3,000,000.00 | 2,999,443.16<br>0.00<br>0.00<br>2,999,516.93 | 13,541.67<br>0.00<br>16,666.67<br>3,125.00 | 73.77<br>0.00<br>73.77<br>3,198.77 | 3,198.77 |
| 3130AQG80 | FEDERAL HOME LOAN BANKS<br>1.42 12/29/2026 | 6,000,000.00 | 5,997,599.06<br>0.00<br>0.00<br>5,997,906.62 | 28,873.33<br>0.00<br>35,973.33<br>7,100.00 | 307.56<br>0.00<br>307.56<br>7,407.56 | 7,407.56 |
| 3130AQLD3 | FEDERAL HOME LOAN BANKS<br>1.75 01/28/2027 | 02/08/2022<br>02/08/2022<br>3,000,000.00 | 2,996,254.94<br>0.00<br>0.00<br>2,996,681.77 | 13,562.50<br>0.00<br>17,937.50<br>4,375.00 | 426.83<br>0.00<br>426.83<br>4,801.83 | 4,801.83 |
| 3130AQW66 | FEDERAL HOME LOAN BANKS<br>2.08 02/25/2027 | 03/08/2022<br>03/08/2022<br>3,000,000.00 | 2,999,256.20<br>0.00<br>0.00<br>2,999,333.06 | 11,440.00<br>0.00<br>16,640.00<br>5,200.00 | 76.86<br>0.00<br>76.86<br>5,276.86 | 5,276.86 |
| 3133EMH21 | FEDERAL FARM CREDIT<br>BANKS FUNDING CORP 0.9<br>06/15/2026 | 06/24/2021<br>06/24/2021<br>3,000,000.00 | 2,999,925.70<br>0.00<br>0.00<br>2,999,976.89 | 10,200.00<br>0.00<br>12,450.00<br>2,250.00 | 51.18<br>0.00<br>51.18<br>2,301.18 | 2,301.18 |
| 3137FKZZ2 | FHMS K-088 A2 3.69<br>01/25/2029 | 03/26/2026<br>03/31/2026<br>1,795,000.00 | 1,767,748.58<br>0.00<br>0.00<br>1,768,614.15 | 5,519.63<br>5,519.63<br>5,519.63<br>5,519.63 | 865.57<br>0.00<br>865.57<br>6,385.20 | 6,385.20 |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 3137FQ3A9 | FHMS K-100 A2 2.673<br>09/25/2029 | 05/21/2026<br>05/27/2026<br>2,000,000.00 | 0.00<br>1,891,093.75<br>0.00<br>1,891,550.19 | 0.00<br>(3,861.00)<br>4,455.00<br>594.00 | 456.44<br>0.00<br>456.44<br>1,050.44 | 1,050.44 |
| 341081GP6 | FLORIDA POWER & LIGHT CO<br>4.625 05/15/2030 | 03/05/2026<br>03/06/2026<br>2,000,000.00 | 2,039,745.90<br>0.00<br>0.00<br>2,038,874.53 | 42,652.78<br>46,250.00<br>4,111.11<br>7,708.33 | 0.00<br>(871.37)<br>(871.37)<br>6,836.96 | 6,836.96 |
| 36273VAD7 | GMALT 2026-1 A3 3.88<br>01/22/2029 | 02/03/2026<br>02/12/2026<br>1,050,000.00 | 1,049,872.53<br>0.00<br>0.00<br>1,049,876.50 | 1,244.83<br>3,395.00<br>1,244.83<br>3,395.00 | 3.96<br>0.00<br>3.96<br>3,398.96 | 3,398.96 |
| 36275AAD1 | GMALT 2026-2 A3 4.3<br>03/20/2029 | 05/05/2026<br>05/14/2026<br>635,000.00 | 0.00<br>634,931.29<br>0.00<br>634,932.48 | 0.00<br>0.00<br>1,289.40<br>1,289.40 | 1.19<br>0.00<br>1.19<br>1,290.59 | 1,290.59 |
| 43814YAD3 | HAROT 2026-2 A3 4.3<br>11/15/2030 | 05/05/2026<br>05/13/2026<br>1,435,000.00 | 0.00<br>1,434,958.53<br>0.00<br>1,434,959.01 | 0.00<br>0.00<br>3,085.25<br>3,085.25 | 0.48<br>0.00<br>0.48<br>3,085.73 | 3,085.73 |
| 43815CAD0 | HAROT 2026-1 A3 3.78<br>09/23/2030 | 02/10/2026<br>02/18/2026<br>930,000.00 | 929,858.21<br>0.00<br>0.00<br>929,860.94 | 976.50<br>2,929.50<br>976.50<br>2,929.50 | 2.74<br>0.00<br>2.74<br>2,932.24 | 2,932.24 |
| 448970AD5 | HALST 2026-A A3 3.97<br>12/15/2028 | 01/12/2026<br>01/21/2026<br>590,000.00 | 589,921.68<br>0.00<br>0.00<br>589,924.21 | 1,041.02<br>1,951.92<br>1,041.02<br>1,951.92 | 2.53<br>0.00<br>2.53<br>1,954.45 | 1,954.45 |
| 448972AD1 | HALST 26B A3 4.21<br>04/16/2029 | 1,250,000.00 | 1,249,837.21<br>0.00<br>0.00<br>1,249,841.88 | 1,315.63<br>3,362.15<br>2,338.89<br>4,385.41 | 4.67<br>0.00<br>4.67<br>4,390.08 | 4,390.08 |
| 448981AD2 | HART 2026-A A3 3.79<br>02/18/2031 | 02/10/2026<br>02/18/2026<br>1,240,000.00 | 1,239,919.60<br>0.00<br>0.00<br>1,239,921.02 | 2,088.71<br>3,916.33<br>2,088.71<br>3,916.33 | 1.42<br>0.00<br>1.42<br>3,917.75 | 3,917.75 |

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|---|---|---|---|---|---|---|
| 44935XAD7 | HART 2025-B A3 4.36<br>12/17/2029 | 06/03/2025<br>06/11/2025<br>265,000.00 | 264,980.77<br>0.00<br>0.00<br>264,981.22 | 513.51<br>962.83<br>513.51<br>962.83 | 0.45<br>0.00<br>0.45<br>963.28 | 963.28 |
| 459058KT9 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028 | 06/17/2025<br>06/18/2025<br>2,000,000.00 | 1,980,484.23<br>0.00<br>0.00<br>1,981,237.64 | 21,194.44<br>0.00<br>27,027.78<br>5,833.33 | 753.41<br>0.00<br>753.41<br>6,586.74 | 6,586.74 |
| 45950KDF4 | INTERNATIONAL FINANCE CORP 4.375 01/15/2027 | 06/27/2025<br>06/30/2025<br>1,000,000.00 | 1,003,320.16<br>0.00<br>0.00<br>1,002,922.77 | 12,884.89<br>0.00<br>16,527.78<br>3,642.89 | 0.00<br>(397.39)<br>(397.39)<br>3,245.50 | 3,245.50 |
| 46632FSC0 | JPMORGAN CHASE BANK, N.A. 1.1 06/22/2026 | 06/22/2021<br>06/22/2021<br>3,000,000.00 | 3,000,000.00<br>0.00<br>0.00<br>3,000,000.00 | 11,825.00<br>0.00<br>14,575.00<br>2,750.00 | 0.00<br>0.00<br>0.00<br>2,750.00 | 2,750.00 |
| 46647PAF3 | JPMORGAN CHASE & CO 3.54 05/01/2028 | 07/22/2025<br>07/23/2025<br>750,000.00 | 743,966.50<br>0.00<br>0.00<br>744,478.93 | 13,275.00<br>13,275.00<br>2,212.50<br>2,212.50 | 512.43<br>0.00<br>512.43<br>2,724.93 | 2,724.93 |
| 46647PDU7 | JPMORGAN CHASE & CO 5.299 07/24/2029 | 750,000.00 | 757,540.80<br>0.00<br>0.00<br>757,253.98 | 10,708.40<br>0.00<br>14,020.27<br>3,311.87 | 0.00<br>(286.83)<br>(286.83)<br>3,025.05 | 3,025.05 |
| 47787DAD3 | JDOT 2026 A3 3.87<br>08/15/2030 | 03/10/2026<br>03/18/2026<br>650,000.00 | 649,887.97<br>0.00<br>0.00<br>649,890.18 | 1,118.00<br>2,096.25<br>1,118.00<br>2,096.25 | 2.22<br>0.00<br>2.22<br>2,098.47 | 2,098.47 |
| 532457CU0 | ELI LILLY AND CO 4.55<br>02/12/2028 | 03/19/2025<br>03/20/2025<br>500,000.00 | 501,785.07<br>0.00<br>0.00<br>501,695.96 | 4,992.36<br>0.00<br>6,888.19<br>1,895.83 | 0.00<br>(89.11)<br>(89.11)<br>1,806.72 | 1,806.72 |
| 532457DL9 | ELI LILLY AND CO 4.375<br>05/20/2031 | 05/20/2026<br>1,225,000.00 | 0.00<br>1,222,894.05<br>0.00<br>1,222,907.89 | 0.00<br>0.00<br>1,637.59<br>1,637.59 | 13.84<br>0.00<br>13.84<br>1,651.43 | 1,651.43 |

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|---|---|---|---|---|---|---|
| 571748BG6 | MARSH & MCLENNAN COMPANIES INC 4.375 03/15/2029 | 05/22/2025<br>05/23/2025<br>500,000.00 | 497,735.46<br>0.00<br>0.00<br>497,802.38 | 2,795.14<br>0.00<br>4,618.06<br>1,822.92 | 66.92<br>0.00<br>66.92<br>1,889.84 | 1,889.84 |
| 571748BY7 | MARSH & MCLENNAN COMPANIES INC 4.55 11/08/2027 | 07/21/2025<br>07/22/2025<br>1,000,000.00 | 1,004,515.78<br>0.00<br>0.00<br>1,004,249.13 | 21,865.28<br>22,750.00<br>2,906.94<br>3,791.67 | 0.00<br>(266.65)<br>(266.65)<br>3,525.02 | 3,525.02 |
| 58769MAD2 | MBART 261 A3 4.36 10/15/2030 | 05/12/2026<br>05/20/2026<br>1,400,000.00 | 0.00<br>1,399,695.08<br>0.00<br>1,399,697.35 | 0.00<br>0.00<br>1,865.11<br>1,865.11 | 2.27<br>0.00<br>2.27<br>1,867.39 | 1,867.39 |
| 58770XAD5 | MBALT 2025-B A3 3.88 04/16/2029 | 10/16/2025<br>10/22/2025<br>1,260,000.00 | 1,259,824.28<br>0.00<br>0.00<br>1,259,829.32 | 2,172.80<br>4,074.00<br>2,172.80<br>4,074.00 | 5.04<br>0.00<br>5.04<br>4,079.04 | 4,079.04 |
| 58770YAD3 | MBALT 2026-A A3 3.93 01/15/2030 | 01/13/2026<br>01/21/2026<br>535,000.00 | 534,901.20<br>0.00<br>0.00<br>534,903.46 | 934.47<br>1,752.13<br>934.47<br>1,752.13 | 2.26<br>0.00<br>2.26<br>1,754.39 | 1,754.39 |
| 58989V2H6 | MET TOWER GLOBAL FUNDING 5.25 04/12/2029 | 07/21/2025<br>07/22/2025<br>1,000,000.00 | 1,023,068.39<br>0.00<br>0.00<br>1,022,404.40 | 2,770.83<br>0.00<br>7,145.83<br>4,375.00 | 0.00<br>(663.99)<br>(663.99)<br>3,711.01 | 3,711.01 |
| 58989V2M5 | MET TOWER GLOBAL FUNDING 4.0 01/14/2029 | 01/07/2026<br>01/14/2026<br>1,225,000.00 | 1,223,574.03<br>0.00<br>0.00<br>1,223,618.72 | 14,563.89<br>0.00<br>18,647.22<br>4,083.33 | 44.70<br>0.00<br>44.70<br>4,128.03 | 4,128.03 |
| 61744YAK4 | MORGAN STANLEY 3.591 07/22/2028 | 07/22/2025<br>07/23/2025<br>750,000.00 | 740,327.53<br>0.00<br>0.00<br>740,696.34 | 7,406.44<br>0.00<br>9,650.81<br>2,244.38 | 368.82<br>0.00<br>368.82<br>2,613.19 | 2,613.19 |
| 61747YFF7 | MORGAN STANLEY 5.449 07/20/2029 | 750,000.00 | 758,835.36<br>0.00<br>0.00<br>758,497.64 | 11,465.60<br>0.00<br>14,871.23<br>3,405.63 | 0.00<br>(337.73)<br>(337.73)<br>3,067.90 | 3,067.90 |

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|---|---|---|---|---|---|---|
| 69371RS80 | PACCAR FINANCIAL CORP 4.6 01/31/2029 | 03/19/2025<br>03/20/2025<br>500,000.00 | 500,779.60<br>0.00<br>0.00<br>500,755.57 | 5,813.89<br>0.00<br>7,730.56<br>1,916.67 | 0.00<br>(24.02)<br>(24.02)<br>1,892.64 | 1,892.64 |
| 74340XBX8 | PROLOGIS LP 4.0 09/15/2028 | 1,250,000.00 | 1,239,564.53<br>0.00<br>0.00<br>1,239,937.23 | 6,388.89<br>0.00<br>10,555.56<br>4,166.67 | 372.70<br>0.00<br>372.70<br>4,539.36 | 4,539.36 |
| 74456QBY1 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.2 05/15/2029 | 07/22/2025<br>07/23/2025<br>1,000,000.00 | 970,304.31<br>0.00<br>0.00<br>971,133.65 | 14,755.56<br>16,000.00<br>1,422.22<br>2,666.67 | 829.34<br>0.00<br>829.34<br>3,496.01 | 3,496.01 |
| 756109CD4 | REALTY INCOME CORP 3.2 02/15/2031 | 04/21/2026<br>04/22/2026<br>1,000,000.00 | 942,933.32<br>0.00<br>0.00<br>943,943.64 | 6,755.56<br>0.00<br>9,422.22<br>2,666.67 | 1,010.32<br>0.00<br>1,010.32<br>3,676.98 | 3,676.98 |
| 756109CF9 | REALTY INCOME CORP 4.75 02/15/2029 | 07/22/2025<br>07/23/2025<br>1,000,000.00 | 1,011,254.25<br>0.00<br>0.00<br>1,010,901.84 | 10,027.78<br>0.00<br>13,986.11<br>3,958.33 | 0.00<br>(352.41)<br>(352.41)<br>3,605.93 | 3,605.93 |
| 78017DAA6 | ROYAL BANK OF CANADA 4.965 01/24/2029 | 02/20/2025<br>02/21/2025<br>500,000.00 | 501,156.84<br>0.00<br>0.00<br>501,100.19 | 6,688.96<br>0.00<br>8,757.71<br>2,068.75 | 0.00<br>(56.65)<br>(56.65)<br>2,012.10 | 2,012.10 |
| 79466LAR5 | SALESFORCE INC 4.65 03/15/2029 | 03/19/2026<br>03/20/2026<br>425,000.00 | 425,028.57<br>0.00<br>0.00<br>425,027.71 | 2,635.00<br>0.00<br>4,281.88<br>1,646.88 | 0.00<br>(0.87)<br>(0.87)<br>1,646.01 | 1,646.01 |
| 828807EB9 | SIMON PROPERTY GROUP LP 4.3 01/15/2031 | 03/05/2026<br>03/06/2026<br>2,000,000.00 | 1,997,133.33<br>0.00<br>0.00<br>1,997,185.00 | 25,800.00<br>0.00<br>32,966.67<br>7,166.67 | 51.67<br>0.00<br>51.67<br>7,218.33 | 7,218.33 |
| 857477BD4 | STATE STREET CORP 4.141 12/03/2029 | 05/22/2025<br>05/23/2025<br>500,000.00 | 494,894.28<br>0.00<br>0.00<br>495,061.41 | 8,512.06<br>0.00<br>10,237.47<br>1,725.42 | 167.14<br>0.00<br>167.14<br>1,892.55 | 1,892.55 |

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|---|---|---|---|---|---|---|
| 857477CU5 | STATE STREET CORP 4.536<br>02/28/2028 | 03/19/2025<br>03/20/2025<br>500,000.00 | 500,057.96<br>0.00<br>0.00<br>500,055.14 | 3,969.00<br>0.00<br>5,859.00<br>1,890.00 | 0.00<br>(2.82)<br>(2.82)<br>1,887.18 | 1,887.18 |
| 87269AAA8 | TMUST 2026-1 A 4.25<br>10/21/2030 | 03/12/2026<br>03/20/2026<br>690,000.00 | 689,857.25<br>0.00<br>0.00<br>689,859.96 | 896.04<br>2,443.75<br>896.04<br>2,443.75 | 2.71<br>0.00<br>2.71<br>2,446.46 | 2,446.46 |
| 89236TNA9 | TOYOTA MOTOR CREDIT<br>CORP 4.95 01/09/2030 | 08/27/2025<br>08/28/2025<br>1,500,000.00 | 1,537,920.01<br>0.00<br>0.00<br>1,537,048.61 | 23,100.00<br>0.00<br>29,287.50<br>6,187.50 | 0.00<br>(871.40)<br>(871.40)<br>5,316.10 | 5,316.10 |
| 89240KAD0 | TAOT 2026-A A3 3.86<br>09/15/2030 | 01/13/2026<br>01/21/2026<br>770,000.00 | 769,938.26<br>0.00<br>0.00<br>769,939.46 | 1,320.98<br>2,476.83<br>1,320.98<br>2,476.83 | 1.20<br>0.00<br>1.20<br>2,478.03 | 2,478.03 |
| 89240NAD4 | TLOT 2025-B A3 3.96<br>11/20/2028 | 09/09/2025<br>09/17/2025<br>805,000.00 | 804,883.98<br>0.00<br>0.00<br>804,887.83 | 974.05<br>2,656.50<br>974.05<br>2,656.50 | 3.85<br>0.00<br>3.85<br>2,660.35 | 2,660.35 |
| 89240QAD7 | TAOT 2026-B A3 4.13<br>12/16/2030 | 04/14/2026<br>04/21/2026<br>710,000.00 | 709,851.14<br>0.00<br>0.00<br>709,853.87 | 814.53<br>1,954.87<br>1,303.24<br>2,443.59 | 2.73<br>0.00<br>2.73<br>2,446.32 | 2,446.32 |
| 91159HJK7 | US BANCORP 4.653<br>02/01/2029 | 1,500,000.00 | 1,508,760.27<br>0.00<br>0.00<br>1,508,336.61 | 17,448.75<br>0.00<br>23,265.00<br>5,816.25 | 49.78<br>(473.45)<br>(423.66)<br>5,392.59 | 5,392.59 |
| 91282CGZ8 | UNITED STATES TREASURY 3.5<br>04/30/2030 | 09/29/2025<br>09/30/2025<br>3,000,000.00 | 2,975,455.77<br>0.00<br>0.00<br>2,975,976.91 | 285.33<br>0.00<br>9,130.43<br>8,845.11 | 521.14<br>0.00<br>521.14<br>9,366.25 | 9,366.25 |
| 91282CHE4 | UNITED STATES TREASURY<br>3.625 05/31/2028 | 1,200,000.00 | 1,188,584.00<br>0.00<br>0.00<br>1,189,049.04 | 18,164.84<br>0.00<br>118.85<br>(18,045.98) | 465.04<br>0.00<br>465.04<br>(17,580.94) | (17,580.94) |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 91282CHF1 | UNITED STATES TREASURY<br>3.75 05/31/2030 | 5,000,000.00 | 5,002,544.94<br>0.00<br>0.00<br>5,002,492.03 | 78,296.70<br>0.00<br>512.30<br>(77,784.41) | 20.67<br>(73.58)<br>(52.91)<br>(77,837.32) | (77,837.32) |
| 91282CHJ3 | UNITED STATES TREASURY<br>3.75 06/30/2030 | 5,000,000.00 | 5,009,738.57<br>0.00<br>0.00<br>5,009,540.09 | 62,672.65<br>0.00<br>78,729.28<br>16,056.63 | 0.00<br>(198.49)<br>(198.49)<br>15,858.14 | 15,858.14 |
| 91282CHX2 | UNITED STATES TREASURY<br>4.375 08/31/2028 | 3,000,000.00 | 3,034,848.44<br>0.00<br>0.00<br>3,033,581.97 | 22,112.77<br>0.00<br>33,169.16<br>11,056.39 | 0.00<br>(1,266.47)<br>(1,266.47)<br>9,789.91 | 9,789.91 |
| 91282CJA0 | UNITED STATES TREASURY<br>4.625 09/30/2028 | 2,000,000.00 | 2,025,841.42<br>0.00<br>0.00<br>2,024,934.19 | 7,834.70<br>0.00<br>15,669.40<br>7,834.70 | 0.00<br>(907.23)<br>(907.23)<br>6,927.47 | 6,927.47 |
| 91282CJN2 | UNITED STATES TREASURY<br>4.375 11/30/2028 | 3,000,000.00 | 3,040,626.64<br>0.00<br>0.00<br>3,039,292.50 | 54,807.69<br>0.00<br>358.61<br>(54,449.09) | 0.00<br>(1,334.14)<br>(1,334.14)<br>(55,783.22) | (55,783.22) |
| 91282CJT9 | UNITED STATES TREASURY 4.0<br>01/15/2027 | 07/21/2025<br>07/22/2025<br>3,000,000.00 | 3,001,007.99<br>0.00<br>0.00<br>3,000,887.34 | 35,138.12<br>0.00<br>45,414.36<br>10,276.24 | 0.00<br>(120.65)<br>(120.65)<br>10,155.60 | 10,155.60 |
| 91282CJW2 | UNITED STATES TREASURY 4.0<br>01/31/2029 | 3,000,000.00 | 3,006,963.14<br>0.00<br>0.00<br>3,006,748.57 | 29,834.25<br>0.00<br>40,110.50<br>10,276.24 | 48.47<br>(263.04)<br>(214.57)<br>10,061.67 | 10,061.67 |
| 91282CJX0 | UNITED STATES TREASURY 4.0<br>01/31/2031 | 8,000,000.00 | 8,039,391.27<br>0.00<br>0.00<br>8,038,687.85 | 79,558.01<br>0.00<br>106,961.33<br>27,403.31 | 59.35<br>(762.77)<br>(703.42)<br>26,699.90 | 26,699.90 |
| 91282CKG5 | UNITED STATES TREASURY<br>4.125 03/31/2029 | 3,000,000.00 | 3,023,146.27<br>0.00<br>0.00<br>3,022,472.52 | 10,481.56<br>0.00<br>20,963.11<br>10,481.56 | 0.00<br>(673.74)<br>(673.74)<br>9,807.82 | 9,807.82 |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 91282CKT7 | UNITED STATES TREASURY 4.5 05/31/2029 | 3,000,000.00 | 3,050,760.94<br>0.00<br>0.00<br>3,049,363.43 | 56,373.63<br>0.00<br>368.85<br>(56,004.77) | 0.00<br>(1,397.50)<br>(1,397.50)<br>(57,402.28) | (57,402.28) |
| 91282CKV2 | UNITED STATES TREASURY 4.625 06/15/2027 | 06/04/2025<br>06/05/2025<br>1,000,000.00 | 1,008,180.96<br>0.00<br>0.00<br>1,007,562.40 | 17,407.28<br>0.00<br>21,346.15<br>3,938.87 | 0.00<br>(618.56)<br>(618.56)<br>3,320.31 | 3,320.31 |
| 91282CLC3 | UNITED STATES TREASURY 4.0 07/31/2029 | 07/22/2025<br>07/23/2025<br>3,000,000.00 | 3,014,771.85<br>0.00<br>0.00<br>3,014,386.06 | 29,834.25<br>0.00<br>40,110.50<br>10,276.24 | 0.00<br>(385.79)<br>(385.79)<br>9,890.46 | 9,890.46 |
| 91282CLG4 | UNITED STATES TREASURY 3.75 08/15/2027 | 07/22/2025<br>07/23/2025<br>3,000,000.00 | 2,997,287.88<br>0.00<br>0.00<br>2,997,466.38 | 23,308.01<br>0.00<br>32,941.99<br>9,633.98 | 178.50<br>0.00<br>178.50<br>9,812.48 | 9,812.48 |
| 91282CLX7 | UNITED STATES TREASURY 4.125 11/15/2027 | 12/19/2024<br>12/20/2024<br>750,000.00 | 747,774.85<br>0.00<br>0.00<br>747,897.37 | 14,272.27<br>15,468.75<br>1,429.18<br>2,625.66 | 122.52<br>0.00<br>122.52<br>2,748.18 | 2,748.18 |
| 91282CMA6 | UNITED STATES TREASURY 4.125 11/30/2029 | 07/22/2025<br>07/23/2025<br>3,000,000.00 | 3,026,514.50<br>0.00<br>0.00<br>3,025,886.58 | 51,675.82<br>0.00<br>338.11<br>(51,337.71) | 0.00<br>(627.92)<br>(627.92)<br>(51,965.63) | (51,965.63) |
| 91282CMF5 | UNITED STATES TREASURY 4.25 01/15/2028 | 01/14/2025<br>01/15/2025<br>750,000.00 | 747,312.07<br>0.00<br>0.00<br>747,445.60 | 9,333.56<br>0.00<br>12,063.19<br>2,729.63 | 133.53<br>0.00<br>133.53<br>2,863.16 | 2,863.16 |
| 91282CMG3 | UNITED STATES TREASURY 4.25 01/31/2030 | 3,000,000.00 | 3,055,136.18<br>0.00<br>0.00<br>3,053,889.49 | 31,698.90<br>0.00<br>42,617.40<br>10,918.51 | 0.00<br>(1,246.70)<br>(1,246.70)<br>9,671.81 | 9,671.81 |
| 91282CMP3 | UNITED STATES TREASURY 4.125 02/28/2027 | 2,695,000.00 | 2,704,789.75<br>0.00<br>0.00<br>2,703,788.16 | 18,729.52<br>0.00<br>28,094.28<br>9,364.76 | 0.00<br>(1,001.59)<br>(1,001.59)<br>8,363.17 | 8,363.17 |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 91282CMS7 | UNITED STATES TREASURY<br>3.875 03/15/2028 | 03/19/2025<br>03/20/2025<br>750,000.00 | 747,667.32<br>0.00<br>0.00<br>747,773.04 | 3,711.79<br>0.00<br>6,159.99<br>2,448.20 | 105.72<br>0.00<br>105.72<br>2,553.92 | 2,553.92 |
| 91282CMV0 | UNITED STATES TREASURY<br>3.875 03/31/2027 | 04/17/2025<br>04/21/2025<br>750,000.00 | 750,455.45<br>0.00<br>0.00<br>750,413.17 | 2,461.58<br>0.00<br>4,923.16<br>2,461.58 | 0.00<br>(42.27)<br>(42.27)<br>2,419.31 | 2,419.31 |
| 91282CMW8 | UNITED STATES TREASURY<br>3.75 04/15/2028 | 04/17/2025<br>04/21/2025<br>1,000,000.00 | 999,026.31<br>0.00<br>0.00<br>999,068.52 | 1,639.34<br>0.00<br>4,815.57<br>3,176.23 | 42.22<br>0.00<br>42.22<br>3,218.45 | 3,218.45 |
| 91282CMY4 | UNITED STATES TREASURY<br>3.75 04/30/2027 | 05/22/2025<br>05/23/2025<br>1,000,000.00 | 997,566.52<br>0.00<br>0.00<br>997,773.77 | 101.90<br>0.00<br>3,260.87<br>3,158.97 | 207.25<br>0.00<br>207.25<br>3,366.21 | 3,366.21 |
| 91282CNH0 | UNITED STATES TREASURY<br>3.875 06/15/2028 | 06/17/2025<br>06/18/2025<br>1,500,000.00 | 1,499,292.80<br>0.00<br>0.00<br>1,499,321.05 | 21,876.72<br>0.00<br>26,826.92<br>4,950.21 | 28.25<br>0.00<br>28.25<br>4,978.46 | 4,978.46 |
| 91282CNM9 | UNITED STATES TREASURY<br>3.875 07/15/2028 | 07/22/2025<br>07/23/2025<br>3,000,000.00 | 3,006,076.95<br>0.00<br>0.00<br>3,005,843.22 | 34,040.06<br>0.00<br>43,995.17<br>9,955.11 | 0.00<br>(233.73)<br>(233.73)<br>9,721.38 | 9,721.38 |
| 91282CNN7 | UNITED STATES TREASURY<br>3.875 07/31/2030 | 5,000,000.00 | 5,025,186.30<br>0.00<br>0.00<br>5,024,683.22 | 48,169.89<br>0.00<br>64,761.74<br>16,591.85 | 0.00<br>(503.08)<br>(503.08)<br>16,088.77 | 16,088.77 |
| 91282CNY3 | UNITED STATES TREASURY<br>3.375 09/15/2028 | 09/29/2025<br>09/30/2025<br>3,000,000.00 | 2,982,874.37<br>0.00<br>0.00<br>2,983,486.00 | 12,931.39<br>0.00<br>21,460.60<br>8,529.21 | 611.63<br>0.00<br>611.63<br>9,140.84 | 9,140.84 |
| 91282CPA3 | UNITED STATES TREASURY<br>3.625 09/30/2030 | 5,000,000.00 | 4,971,951.78<br>0.00<br>0.00<br>4,972,490.83 | 15,351.78<br>0.00<br>30,703.55<br>15,351.78 | 539.05<br>0.00<br>539.05<br>15,890.83 | 15,890.83 |

| Cusip | Security Description | Trade Date<br>Settle Date<br>Units | Book Value: Begin<br>Book Value: Acq<br>Book Value: Disp<br>Book Value: End | Prior Accrued<br>Inc. Received<br>Ending Accrued<br>Total Interest | Accr. Of Discount<br>Amort. Of Premium<br>Net Accret/Amort<br>Income Earned | Total Income |
|---|---|---|---|---|---|---|
| 91282CPE5 | UNITED STATES TREASURY 3.5 10/31/2027 | 11/24/2025<br>11/25/2025<br>2,000,000.00 | 1,999,696.37<br>0.00<br>0.00<br>1,999,713.55 | 190.22<br>0.00<br>6,086.96<br>5,896.74 | 17.18<br>0.00<br>17.18<br>5,913.92 | 5,913.92 |
| 91282CPN5 | UNITED STATES TREASURY 3.5 11/30/2030 | 7,500,000.00 | 4,942,536.96<br>2,434,179.69<br>0.00<br>7,377,900.74 | 73,076.92<br>(43,269.23)<br>717.21<br>(115,628.94) | 1,184.09<br>0.00<br>1,184.09<br>(114,444.85) | (114,444.85) |
| 91282CPP0 | UNITED STATES TREASURY 3.5 12/15/2028 | 01/27/2026<br>01/28/2026<br>2,250,000.00 | 2,242,548.76<br>0.00<br>0.00<br>2,242,789.63 | 29,639.42<br>0.00<br>36,346.15<br>6,706.73 | 240.86<br>0.00<br>240.86<br>6,947.59 | 6,947.59 |
| 91282CQG9 | UNITED STATES TREASURY 3.875 03/31/2031 | 7,500,000.00 | 7,458,331.27<br>0.00<br>0.00<br>7,459,050.90 | 24,615.78<br>0.00<br>49,231.56<br>24,615.78 | 719.63<br>0.00<br>719.63<br>25,335.41 | 25,335.41 |
| 91324PEH1 | UNITEDHEALTH GROUP INC 4.0 05/15/2029 | 02/20/2025<br>02/21/2025<br>500,000.00 | 489,870.53<br>0.00<br>0.00<br>490,153.43 | 9,222.22<br>10,000.00<br>888.89<br>1,666.67 | 282.90<br>0.00<br>282.90<br>1,949.56 | 1,949.56 |
| **Total Fixed Income** | | **193,375,000.00** | **193,359,713.66**<br>**9,017,752.39**<br>**(8,998,537.79)**<br>**193,373,940.63** | **1,581,953.77**<br>**169,974.06**<br>**1,537,474.42**<br>**125,494.71** | **14,585.11**<br>**(19,572.75)**<br>**(4,987.64)**<br>**120,507.07** | **120,507.07** |
| **TOTAL PORTFOLIO** | | **205,019,061.83** | **194,474,881.23**<br>**27,909,280.20**<br>**(17,814,489.12)**<br>**205,017,241.96** | **1,581,953.77**<br>**172,436.12**<br>**1,537,474.42**<br>**127,956.77** | **16,942.65**<br>**(19,572.75)**<br>**(2,630.10)**<br>**125,326.67** | **125,326.67** |

CITY COUNCIL AGENDA REPORT

July 21, 2026
Public Works - Utilities Division

**TITLE: ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS, OR DESIGNEE, TO APPLY FOR AND EXECUTE DOCUMENTS RELATED TO CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FUNDING AND FINANCIAL OPPORTUNITIES FOR THE GROUNDWATER SUPPLY PROJECT**

## SUMMARY

The City is pursuing funding and financing opportunities through the California State Water Resources Control Board (SWRCB) for the City's Groundwater Supply Project. The proposed resolution authorizes the Director of Public Works, or his or her designee, to submit financing applications, execute related agreements and certifications, and take other actions necessary to secure financing and funding opportunities for the project.

## RECOMMENDATION

Adopt a resolution authorizing the Director of Public Works, or his or her designee, to apply for and execute documents related to SWRCB funding opportunities for the Groundwater Supply Project.

## BACKGROUND

The City has historically met its water demands through a combination of treated water purchases from Zone 7 Water Agency (Zone 7) and use of its local groundwater production quota (GPQ) of 3,500 acre-feet per year through City-owned Wells 5, 6, and 8, which supplied approximately 20 to 30 percent of the City's annual water demand.

In June 2019, Well 8 was taken out of service after PFAS (per- and polyfluoroalkyl substances) were detected above advisory levels. In November 2022, Wells 5 and 6 were taken out of service after PFAS was detected at levels above the revised advisory levels. As a result, the City lost the ability to utilize its GPQ and was required to purchase 100 percent of its water supply from Zone 7. This led to higher water supply costs, reduced diversification of local water supplies, and concerns about long-term reliability, particularly during drought conditions.

To address these concerns, the City conducted a Water Supply Alternatives Study to assess multiple strategies, including rehabilitating the City's existing wells with PFAS treatment, developing new groundwater wells, and continuing to rely entirely on purchased water from Zone 7. In October 2023, the City Council approved the study's recommendation to pursue development of new groundwater wells in the Bernal groundwater subbasin through establishment of the City Groundwater Supply Project, CIP No. 24174. Additional engineering studies completed with Zone 7 found that developing the wells in partnership would be beneficial to both agencies.

In April 2026, the City Council approved the implementation of the City Groundwater Supply project. Groundwater supply improvements would be implemented in partnership with Zone 7

and would include the development of two new groundwater production wells at Tennis and Community Park and Hansen Park, a new transmission pipeline connecting the wells to the Zone 7 Hopyard Chloramination Facility, and upgrades to the Zone 7 Hopyard Chloramination Facility. Zone 7 would deliver the City's GPQ to the City's distribution system via its existing transmission system and turnouts. In order to receive the groundwater from Zone 7, improvements to the City's distribution system would also be required, including pipe upsizing and construction of a new turnout. Improvements to the City's distribution systems would be the sole responsibility of the City.

The cost of the Groundwater Supply Project, including the City's share of the groundwater supply improvements to be jointly constructed with Zone 7 and the City's distribution improvements, is currently estimated at approximately $27.5 million, in 2026 dollars. The City seeks to actively pursue state and federal funding opportunities to offset project costs, leverage outside resources, and reduce financial impacts on ratepayers.

Staff has initiated the preliminary application process with the California State Water Resources Control Board (SWRCB) to pursue available funding and financing opportunities for the project, including the Emerging Contaminants Program, which may provide principal forgiveness and other financial assistance for projects that address PFAS impacts to drinking water supplies.

## DISCUSSION

Staff have initiated an application with the SWRCB for State Revolving Fund financing opportunities and inclusion on the State's Intended Use Plan. The general application requires a City Council resolution authorizing a City representative to sign and file documents on behalf of the City. Because the Public Works Department oversees the City's water system, the proposed resolution designates the Director of Public Works, or his or her designee, to apply for and execute documents related to SWRCB funding opportunities for the City's Groundwater Supply Project.

## EQUITY AND SUSTAINABILITY

The project supports the City's goal of providing safe, reliable drinking water while enhancing long-term water supply reliability, improving local water resiliency, and reducing dependence on imported water supplies.

## OUTREACH

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

## 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

Approval of this item will authorize the City to pursue SWRCB funding and financing opportunities for the City's Groundwater Supply Project, which is currently estimated to cost approximately $27.5 million. Approval of this resolution does not obligate the City to accept any funding or financing, authorize construction of the project, or commit City funds. Additional City

Council actions may be required before acceptance of funding, execution of financing agreements, and implementation of the project.

| Prepared by: | Submitted by: | Approved by: |
| --- | --- | --- |
| Siew-Chin Yeong, Director of Public Works | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

Attachments:

1. Resolution for Groundwater Supply Project

**RESOLUTION NO. 26-X**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE DIRECTOR OF PUBLIC WORKS OR DESIGNEE TO APPLY FOR CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FUNDS FOR THE GROUNDWATER SUPPLY PROJECT**

**WHEREAS**, historically, the City's groundwater production quota of 3,500 acre-feet per year has supplied 20 to 30 percent of the City of Pleasanton's annual water demand; and

**WHEREAS**, in 2019 and 2022, the City's groundwater wells were placed out of service after per- and polyfluoroalkyl substances (PFAS) were detected above advisory levels; and

**WHEREAS**, in October 2023, the City completed the Water Supply Alternatives Study that assessed multiple strategies to regain the use of City's groundwater production quota and recommended to pursue development of new groundwater wells in the Bernal groundwater subbasin through establishment of the Groundwater Supply Project; and

**WHEREAS**, in April 2026, the City Council approved moving forward with the implementation of the Groundwater Supply Project in partnership with Zone 7; and

**WHEREAS**, the Groundwater Supply Project will also require improvements to the City's water distribution system that are the sole responsibility of the City; and

**WHEREAS**, the estimated cost of the Groundwater Supply Project, including the City's share of the groundwater supply improvements to be jointly constructed with Zone 7 and the City's sole cost for distribution improvements, is estimated at approximately $27.5 million in 2026 dollars; and

**WHEREAS**, the City desires and intends to apply for financing and/or financial assistance related to the Groundwater Supply Project from the California State Water Resources Control Board (SWRCB).

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

**SECTION 1.** The Director of Public Works (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement with the State Water Resources Control Board for the planning, design, and construction of the Groundwater Supply Project.

**SECTION 2.** The Authorized Representative, or his/her designee, is designated to provide for assurance, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

**SECTION 3.** The Authorized Representative, or his/her designee, is designated to represent the City in carrying out the City's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on July 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 June 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

July 21, 2026
Public Works - Engineering Division

**TITLE: APPROVE PLANS AND SPECIAL PROVISIONS, AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH WESTSIDE LANDSCAPE AND CONCRETE, INC. IN THE AMOUNT OF $429,845 WITH A 10 PERCENT CONTINGENCY OF $43,000 FOR THE NONFUNCTIONAL TURF CONVERSION FOR AB 1572 PROJECT, CIP NO. 26787, AND APPROVE A BUDGET AMENDMENT TO THE PARKS CIP GENERAL FUND**

## SUMMARY

The Nonfunctional Turf Conversion project was developed in response to the State of California's Assembly Bill 1572 (AB1572), which mandates the removal of non-functional turf from non-residential properties. The compliance deadline for City properties is January 1, 2027. This project will bring the City into compliance.

A competitive bidding process was conducted for the project in accordance with the City's Procurement and Contracting procedures. Eight bids were received on June 24, 2026. Staff recommends the City Council authorize the City Manager to execute a construction contract with Westside Landscape and Concrete, Inc. (Westside), the lowest responsive bidder, in the amount of $429,845.00 for the base bid amount. Staff also recommends authorizing a construction contingency of $43,000, or approximately 10 percent, for related work, for a total authorized construction budget of $472,845. Construction is anticipated to begin in September and be completed by the end of 2026.

## RECOMMENDATION

1. Approve plans and specifications for the Nonfunctional Turf Conversion for AB 1572 Project, CIP No. 26787;
2. Authorize the City Manager to enter into a construction contract with Westside for the low bid amount of $429,845;
3. Authorize the Director of Public Works, or authorized staff, to approve and execute contract change orders from a project contingency not-to-exceed $43,000 or approximately 10 percent of the contract amount; and
4. Approve a budget amendment returning $497,224 of the remaining project funding to the fund balance in the Parks CIP General Fund (Fund 221) for future eligible projects.

## BACKGROUND

The City of Pleasanton has actively worked to reduce water use since the early 2000s, beginning with the conversion of a portion of the City's potable water infrastructure to recycled water. These proactive efforts placed the City in a strong position to more easily respond to Assembly Bill 1572, a State of California mandate enacted in October 2023 that prohibits the use of potable water to irrigate turf that does not serve a functional purpose on non-residential

properties. The bill requires the removal of non-functional turf from all government properties by January 1, 2027.

In 2024, the City conducted a citywide study to identify turf areas on City properties that do not serve a functional purpose. The study included both underutilized recreational turf and non-functional or 'aesthetic' turf. Staff used the study findings to develop bid documents for the replacement of identified non-functional turf.

## DISCUSSION

The bid opening for the Nonfunctional Turf Conversion for AB1572 project, CIP No. 26787, was held on June 24, 2026, at 11:00 a.m. Eight base bids, ranging from $429,845 to $982,000, were received (Attachment 2). The lowest base bid, submitted by Westside in the amount of $429,845, is approximately 48 percent of the Engineer's Estimate of $889,000. Although Westside's total for the bid alternates was $397,382.50, approximately 43 percent of the Engineer's Estimate of $936,707, staff does not recommend approval of the bid alternate work, considering the City's current budget situation. Staff reviewed the bids, found the low bid to be responsive, and recommends awarding the construction contract to Westside in the amount of $429,845.

### CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

A Notice of Exemption (NOE) was filed for the turf reduction implementation under Categorical Exemption Class 2, replacement or reconstruction.

## EQUITY AND SUSTAINABILITY

Approval of this action advances the Climate Action Plan (CAP 2.0) in Water Use by decreasing water use and demand, and Natural Systems by fostering resilient landscapes that improve habitats, ecosystems, and public health.

## OUTREACH

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

## STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan goal of *Investing in Our Environment*, Strategy 1 – Implement the four-year Capital Improvement Program (CIP) to complete design and construction of budgeted capital projects, and 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 allocated budget of $1,100,000 for the Nonfunctional Turf Conversion for AB1572 Project, CIP No. 26787, includes funding from Park CIP General Fund (Fund 221) in the amount of $850,000 and from Park Development Impact Fees (Fund 222) in the total amount of $250,000. Referring to Attachment 3, expenditures to date for this project total $67,566, including consultant costs. Anticipated expenditures in the amount of $535,211 for the construction contract, construction support, contingencies, and landscape improvements by Public Works staff, leave a project balance of $497,224 to return to the Parks CIP General

Fund (Fund 221) for future eligible projects.

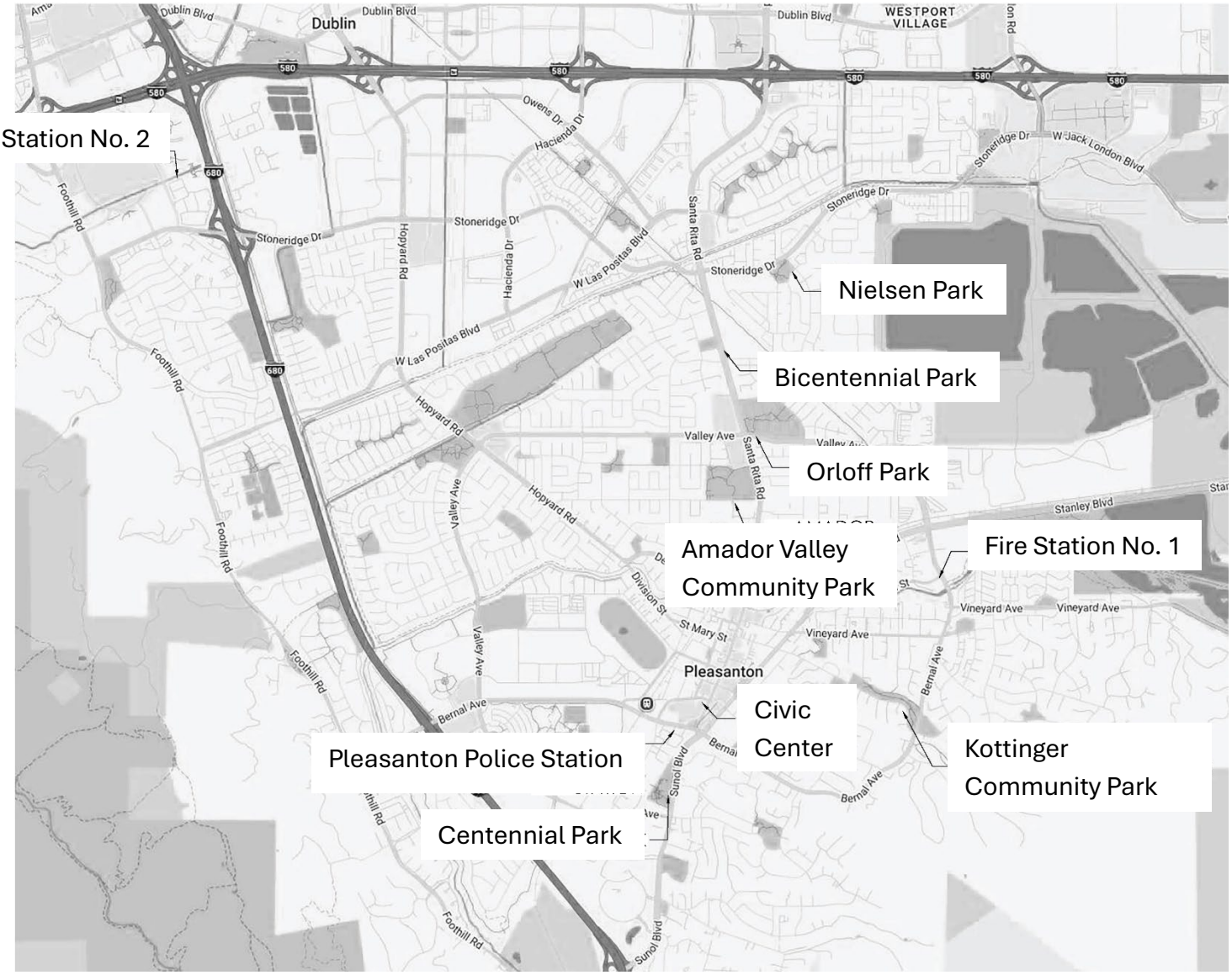
| Prepared by: | Submitted by: | Approved by: |
| --- | --- | --- |
|  |  |  |
| Michael Stella, City Engineer | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

Attachments:

1. Project Location Map
2. Bid Comparison Matrix
3. Financial Expenditure Summary

# NONFUNCTIONAL TURF CONVERSION FOR AB1572
# CIP NO. 26787

## PROJECT LOCATION MAP




| PARK/FACILITY NAME | ADDRESS |
|---|---|
| AMADOR VALLEY COMMUNITY PARK | 4301 BLACK AVE. |
| BICENTENNIAL PARK | 2401 SANTA RITA RD. |
| CENTENNIAL PARK | 5353 SUNOL BLVD. |
| CIVIC CENTER | 200 OLD BERNAL AVE. |
| PLEASANTON POLICE DEPARTMENT | 4833 BERNAL AVE. |
| FIRE STATION NO. 1 | 3560 NEVADA ST. |
| FIRE STATION NO. 2 | 6314 STONERIDGE MALL RD. |
| KOTTINGER COMMUNITY PARK | 1000 KOTTINGER DR. |
| NIELSEN PARK | 3800 STONERIDGE DR. |
| ORLOFF PARK | 1800 SANTA RITA RD. |

**Bid Comparison Matrix**
**Citywide Turf Reduction Implementation, CIP No. 26787**

| | | | | Engineers Estimate | | Westside | | CLS | | Marina | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | ITEM DESCRIPTION | QTY. | UNIT | UNIT PRICE | SUBTOTAL | UNIT PRICE | SUBTOTAL | UNIT PRICE | SUBTOTAL | UNIT PRICE | SUBTOTAL |
| 1 | Amador Valley Community Park | 1 | LS | $20,840.00 | $20,840.00 | $13,090.00 | $13,090.00 | $31,350.00 | $31,350.00 | $24,000.00 | $24,000.00 |
| 2 | Bicentennial Park | 1 | LS | $24,268.00 | $24,268.00 | $6,582.00 | $6,582.00 | $26,450.25 | $26,450.25 | $17,000.00 | $17,000.00 |
| 3 | Centennial Park | 1 | LS | $348,021.00 | $348,021.00 | $168,702.00 | $168,702.00 | $132,850.00 | $132,850.00 | $292,000.00 | $292,000.00 |
| 4 | Civic Center | 1 | LS | $47,570.00 | $47,570.00 | $24,084.00 | $24,084.00 | $27,350.00 | $27,350.00 | $47,000.00 | $47,000.00 |
| 5 | Pleasanton Police Department | 1 | LS | $70,178.00 | $70,178.00 | $35,832.00 | $35,832.00 | $55,950.50 | $55,950.50 | $59,000.00 | $59,000.00 |
| 6 | Fire Station No. 1 | 1 | LS | $37,483.00 | $37,483.00 | $19,055.00 | $19,055.00 | $38,550.00 | $38,550.00 | $32,000.00 | $32,000.00 |
| 7 | Fire Station No. 2 | 1 | LS | $39,315.00 | $39,315.00 | $20,660.00 | $20,660.00 | $25,750.00 | $25,750.00 | $32,000.00 | $32,000.00 |
| 8 | Kottinger Community Park | 1 | LS | $109,854.00 | $109,854.00 | $52,400.00 | $52,400.00 | $88,350.00 | $88,350.00 | $72,000.00 | $72,000.00 |
| 9 | Nielsen Park | 1 | LS | $90,802.00 | $90,802.00 | $40,068.00 | $40,068.00 | $88,350.00 | $88,350.00 | $77,000.00 | $77,000.00 |
| 10 | Orloff Park | 1 | LS | $100,540.00 | $100,540.00 | $49,372.00 | $49,372.00 | $82,550.00 | $82,550.00 | $130,000.00 | $130,000.00 |
| **Total Base Bid** | | | | **$888,871.00** | | **$429,845.00** | | **$597,500.75** | | **$782,000.00** | |
| **Bid Alternates** | | | | | | | | | | | |
| B-1 | Centennial Park | 1 | LS | $135,782.00 | $135,782.00 | $55,363.50 | $55,363.50 | $52,550.00 | $52,550.00 | $195,000.00 | $195,000.00 |
| B-2 | Fairlands Park | 1 | LS | $224,044.00 | $224,044.00 | $75,456.00 | $75,456.00 | $82,000.00 | $82,000.00 | $291,000.00 | $291,000.00 |
| B-3 | Harvest Park | 1 | LS | $26,808.00 | $26,808.00 | $12,207.00 | $12,207.00 | $29,350.00 | $29,350.00 | $22,000.00 | $22,000.00 |
| B-4 | Medowlark Park | 1 | LS | $115,848.00 | $115,848.00 | $52,881.00 | $52,881.00 | $36,000.00 | $36,000.00 | $133,000.00 | $133,000.00 |
| B-5 | Mission Hills Park | 1 | LS | $119,290.00 | $119,290.00 | $103,125.00 | $103,125.00 | $39,850.00 | $39,850.00 | $176,000.00 | $176,000.00 |
| B-6 | Oak Hill Park | 1 | LS | $89,108.00 | $89,108.00 | $31,284.00 | $31,284.00 | $32,150.00 | $32,150.00 | $89,000.00 | $89,000.00 |
| B-7 | Tawny Park | 1 | LS | $117,399.00 | $117,399.00 | $32,896.00 | $32,896.00 | $35,350.00 | $35,350.00 | $122,000.00 | $122,000.00 |
| B-8 | Valley Trails Park | 1 | LS | $108,428.00 | $108,428.00 | $34,170.00 | $34,170.00 | $42,000.00 | $42,000.00 | $138,000.00 | $138,000.00 |
| **Total Bid Alternatives** | | | | **$936,707.00** | | **$397,382.50** | | **$349,250.00** | | **$1,166,000.00** | |
| **Total Base Bid + Bid Alternatives** | | | | **$1,825,578.00** | | **$827,227.50** | | **$946,750.75** | | **$1,948,000.00** | |

| Bay Construction | | Los Loza | | Frontline | | Landscape Pros | | QLM | |
|---|---|---|---|---|---|---|---|---|---|
| UNIT PRICE | SUBTOTAL | UNIT PRICE | SUBTOTAL | UNIT PRICE | SUBTOTAL | UNIT PRICE | SUBTOTAL | UNIT PRICE | SUBTOTAL |
| $11,000.00 | $11,000.00 | $15,104.00 | $15,104.00 | $32,845.14 | $32,845.14 | $21,000.00 | $21,000.00 | $50,000.00 | $50,000.00 |
| $30,000.00 | $30,000.00 | $34,987.00 | $34,987.00 | $34,576.33 | $34,576.33 | $22,000.00 | $22,000.00 | $35,000.00 | $35,000.00 |
| $385,000.00 | $385,000.00 | $393,692.00 | $393,692.00 | $292,228.74 | $292,228.74 | $361,000.00 | $361,000.00 | $280,000.00 | $280,000.00 |
| $23,000.00 | $23,000.00 | $35,851.00 | $35,851.00 | $57,742.87 | $57,742.87 | $58,000.00 | $58,000.00 | $55,000.00 | $55,000.00 |
| $38,000.00 | $38,000.00 | $75,014.00 | $75,014.00 | $116,777.89 | $116,777.89 | $95,000.00 | $95,000.00 | $85,000.00 | $85,000.00 |
| $27,000.00 | $27,000.00 | $42,680.00 | $42,680.00 | $63,431.81 | $63,431.81 | $45,000.00 | $45,000.00 | $62,000.00 | $62,000.00 |
| $14,000.00 | $14,000.00 | $34,804.00 | $34,804.00 | $55,160.55 | $55,160.55 | $47,000.00 | $47,000.00 | $55,000.00 | $55,000.00 |
| $96,000.00 | $96,000.00 | $114,956.00 | $114,956.00 | $96,898.95 | $96,898.95 | $92,000.00 | $92,000.00 | $150,000.00 | $150,000.00 |
| $64,000.00 | $64,000.00 | $82,613.00 | $82,613.00 | $78,791.50 | $78,791.50 | $104,000.00 | $104,000.00 | $100,000.00 | $100,000.00 |
| $137,000.00 | $137,000.00 | $88,497.00 | $88,497.00 | $91,693.77 | $91,693.77 | $97,000.00 | $97,000.00 | $110,000.00 | $110,000.00 |
| **$825,000.00** | | **$918,198.00** | | **$920,147.55** | | **$942,000.00** | | **$982,000.00** | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| $144,000.00 | $144,000.00 | $85,616.00 | $85,616.00 | $175,623.06 | $175,623.06 | $160,000.00 | $160,000.00 | $200,000.00 | $200,000.00 |
| $165,000.00 | $165,000.00 | $237,682.00 | $237,682.00 | $264,166.54 | $264,166.54 | $293,000.00 | $293,000.00 | $270,000.00 | $270,000.00 |
| $13,000.00 | $13,000.00 | $25,548.00 | $25,548.00 | $33,998.40 | $33,998.40 | $43,000.00 | $43,000.00 | $50,000.00 | $50,000.00 |
| $100,000.00 | $100,000.00 | $167,563.00 | $167,563.00 | $102,812.56 | $102,812.56 | $130,000.00 | $130,000.00 | $130,000.00 | $130,000.00 |
| $135,000.00 | $135,000.00 | $106,704.00 | $106,704.00 | $135,160.34 | $135,160.34 | $149,000.00 | $149,000.00 | $175,000.00 | $175,000.00 |
| $79,000.00 | $79,000.00 | $76,373.00 | $76,373.00 | $67,176.88 | $67,176.88 | $92,000.00 | $92,000.00 | $98,000.00 | $98,000.00 |
| $100,000.00 | $100,000.00 | $98,060.00 | $98,060.00 | $109,627.10 | $109,627.10 | $122,000.00 | $122,000.00 | $120,000.00 | $120,000.00 |
| $96,000.00 | $96,000.00 | $109,185.00 | $109,185.00 | $105,327.04 | $105,327.04 | $113,000.00 | $113,000.00 | $140,000.00 | $140,000.00 |
| **$832,000.00** | | **$906,731.00** | | **$993,891.92** | | **$1,102,000.00** | | **$1,183,000.00** | |

| | | | | |
|---|---|---|---|---|
| **$1,657,000.00** | **$1,824,929.00** | **$1,914,039.47** | **$2,044,000.00** | **$2,165,000.00** |

**NONFUNCTIONAL TURF CONVERSION FOR AB1572**
**CIP NO. 26787**
07/21/26

| **Project Funding to Date** | **Amount** | **Totals** |
|---|---|---|
| 2025-26 CIP Allocation (Fund 222 - Park Development Impact Fee) | $150,000 | |
| 2026-27 CIP Allocation (Fund 222 - Park Development Impact Fee) | 100,000 | |
| 2026-27 CIP Allocation (Fund 221 - Park CIP - General Fund) | 850,000 | |
| **TOTAL FUNDING TO DATE** | | **$1,100,000** |
| | | |
| **Project Expenditures to Date** | | |
| Advertising | $210 | |
| Landscape Architectural Services (Callander Associates Landscape Architecture, Inc., On-Call Contractor, Contract No. 2026177) | 67,064 | |
| Plan production cost | 292 | |
| **Total Project Expenditures to Date** | **$67,566** | |
| | | |
| **Anticipated Project Expenditures** | | |
| Westside Landscape and Concrete, Inc. - Construction Contract | $827,228 | |
| Project Contingency (Approximately 10%) | 83,000 | |
| Landscape Architectural Services (Callander Associates Landscape Architecture, Inc., On-Call Contractor, Contract No. 2026177) | 12,366 | |
| Additional landscape improvements by Parks | 50,000 | |
| **Total Anticipated Project Expenditures** | **$972,593** | |
| | | |
| **TOTAL PROJECT EXPENDITURES** | | **$1,040,159** |
| | | |
| **Funding Balance/ (Shortfall)** | | |
| Current Balance | | **59,841** |

CITY COUNCIL AGENDA REPORT

July 21, 2026
Public Works - Utilities Division

**TITLE: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH WEST YOST FOR THE DEVELOPMENT OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) STANDARDS IN AN AMOUNT NOT TO EXCEED $349,693**

## SUMMARY

The City uses its Supervisory Control and Data Acquisition (SCADA) system to monitor and control critical water, recycled water, sewer, and storm drainage infrastructure in real time. The proposed agreement with West Yost would implement a key recommendation from the City's 2024 SCADA Management Plan to develop formal SCADA standards that promote consistency, security, and reliability across the system.

The agreement would also provide planning-level technical support to the City's Information Technology (IT) Department to advance recommended near-term system resilience projects, including relocation of the backup core SCADA server, improvements to remote access, and operational technology (OT) system monitoring. West Yost is familiar with the City's existing SCADA system based on its prior work on the City's SCADA Management Plan, and the sensitive nature of the operational technology and cybersecurity issues involved warrants continuity in consultant services.

## RECOMMENDATION

Authorize the City Manager to execute an agreement with West Yost for the development of SCADA standards in an amount not to exceed $349,693.

## BACKGROUND

Supervisory Control and Data Acquisition (SCADA) systems are used to monitor and control critical infrastructure processes. The City uses its SCADA system to monitor and control its water, recycled water, sewer, and storm drainage systems, including pump stations, storage tanks, and other remote facilities. SCADA provides operators with real-time system data, alarms, and remote operational control, supporting reliable service delivery, timely response to system issues, and more efficient day-to-day operation of the City's utility systems.

In 2024, West Yost prepared a SCADA Management Plan for the City that established a baseline assessment of the existing SCADA system, identified key gaps and vulnerabilities, recommended improvements, and outlined a phased implementation plan. The first project recommended in the management plan is the development of formal SCADA standards to provide consistency across the City's system. The management plan also recommended near-term projects critical to improving system resilience, including relocation of the backup core SCADA server, improvements to remote access, and implementation of OT system monitoring. This agreement with West Yost would assist the City in implementing these recommendations.

## DISCUSSION

The agreement with West Yost includes the following tasks:

- AWIA Cybersecurity Assessment Crosswalk and Gap Analysis: This task will evaluate cybersecurity findings from the City's 2025 America's Water Infrastructure Act (AWIA) Cyber Risk and Resilience Assessment and 2024 SCADA Management Plan. This effort will identify gaps and establish an updated cybersecurity baseline to inform and prioritize the subsequent development of standards.
- SCADA Standards Development: This task will develop formal SCADA standards addressing instrumentation, hardware, programming, tagging, and database conventions, graphics, alarm management, reporting, and version control.
- Basis of Design for Near-Term System Resilience Projects: This task will investigate and define the scope, level of effort, and planning-level cost required to implement the near-term system resilience projects. This task will not include actual execution of the projects by West Yost; rather, it will establish the technical framework, design criteria, and budgetary estimates for subsequent execution by the City.

The agreement with West Yost includes a $55,000 allowance for additional services related to the tasks described above, upon written authorization from the City's project manager.

Staff has determined that West Yost is the only firm capable of performing this work without introducing unacceptable operational and security risks. As the author of the City's SCADA Master Plan and related system assessments, West Yost possesses exclusive institutional knowledge of the City's specific SCADA architecture and control logic. Because this scope involves highly sensitive operational technology and critical utility control systems, engaging a firm unfamiliar with the City's proprietary configurations would necessitate a redundant, high-risk period of reverse engineering and vulnerability assessment.

## EQUITY AND SUSTAINABILITY

Implementation of the SCADA standards project supports long-term protection of community water resources. The project contributes to improved water quality, enhanced system reliability, and increased resilience.

## OUTREACH

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

## STRATEGIC PLAN ALIGNMENT

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

## FISCAL IMPACT

This project is funded and has been budgeted for FY by the Water Enterprise Operating Fund – Professional Services (42040602-430101).

| Prepared by: | Submitted by: | Approved by: |
| --- | --- | --- |
| Siew-Chin Yeong, Director of Public Works | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

Attachments:

1. Professional Services Agreement with West Yost

# PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this ____ day of June 2026, between the CITY OF PLEASANTON, a municipal corporation ("City"), and West Yost Associates, a corporation, whose address is 2020 Research Park Drive, Suite 100, Davis, CA 95618, and telephone number is 530-756-5905, ("Consultant").

## RECITALS

A. Consultant is qualified to and experienced in providing professional services to support the City in establishing Supervisory Control and Data Acquisition (SCADA) standards as specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance**, **Facilities, Equipment and Clerical Support**. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term**. This contract shall commence on the date written above and shall expire on December 31, 2027.

4. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement on a time and materials basis as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed $349,693.

a. Invoices submitted to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All work product and all other documents prepared by Consultant shall be adequate and sufficient to meet the purposes for which they are prepared. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").

6. **Ownership of Work**. All work product and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City, provided that the City substantially performs its obligations under this Agreement, including prompt payment of all sums due and owing to Consultant. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent. Client shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall indemnify, and hold harmless, the City and its officers, and employees from and against all claims, losses, damage, injury, and liability for damages to the extent caused by the negligent errors, omissions, or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable

period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. Consultant shall only be required to reimburse City for defense fees and costs (including reasonable attorney's fees), in proportion to Consultant's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to the City's defense of a suit based on Consultant's proven negligence. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018.

12. **Insurance**. During the term of this Agreement, Consultant 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. 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. Commercial General Liability Insurance. Commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 or carrier equivalent, with limits of at least $2,000,000 per occurrence, $4,000,000 general aggregate, and $2,000,000 products and completed operations aggregate for bodily injury and property damage. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled. The policy shall provide that the City, its officials, officers, employees, designated agents, and volunteers are named as additional insureds using ISO form CG 20 10 (or carrier equivalent) for ongoing operations, and, for construction or service agreements, ISO form CG 20 37 (or carrier equivalent) for completed operations and satisfactory to the City Attorney. The policy shall allow and be endorsed primary insurance for work performed by Consultant and its subconsultants, and that no other insurance or self-insurance effected by City or other additional insured will be contribute to or be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance coverage for owned, non-owned, and hired autos using ISO Business Automobile Coverage form CA 00 01 (or equivalent) with limits not less than $2,000,000 each accident. If the Consultant's business/company does not own any automobiles, coverage for hired and non-owned autos shall be provided. The policy shall provide and be endorsed that the City, its officials, officers, employees, designated agents, and volunteers are included or named as additional insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers.

c. Workers' Compensation and Employer's Liability Insurance. Statutory Workers' Compensation and Employer's Liability Insurance shall be provided for all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. The coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officials, officers, employees, designated agents, and volunteers. The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor does not have any employees.

d. Professional Liability Insurance. Professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the amount of $2,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

e. Certificate of Insurance and Endorsements. Consultant shall file a certificate of insurance and all required endorsements 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 mail. In addition, the insured shall provide thirty (30) days prior written notice to the City of any policy 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.

f. Defense Costs. General Liability 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. These provisions do not apply to Professional Liability.

g. Adequacy of Coverage. City reserves the right to modify these insurance requirements/coverages based on the nature of the risk, prior experience, insurer, or other special circumstances.

h. Subcontractors. Consultant 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 naming additional insureds.

13. **Notices**. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Daniel Groves
West Yost Associates
2020 Research Park Drive, Suite 100
Davis, CA 95618

To City: City Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

14. **Conformance to Applicable Laws**. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances in a manner consistent with the Standard of Care. Consultant shall not discriminate in the employment of persons or in the provision of

services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits**. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality**. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest**. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Campaign Contribution Disclosure.** Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Govt. Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit B.

20. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

21. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

22. **No Personal Liability**. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

23. **Exhibits**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

24. **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 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.

25. **Scope of Agreement**. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

| **CITY OF PLEASANTON** | **CONSULTANT** |
|---|---|
| _____ | By: _____ |
| Joseph Calabrigo, Interim City Manager | Signature |
| ATTEST: | _____ |
| | Print name |
| _____ | |
| Jocelyn Kwong, City Clerk | Its: _____ |
| | Title |
| Approved as to form: | |
| _____ | By: _____ |
| Daniel G. Sodergren, City Attorney | Signature |
| | _____ |
| | Print name |
| | Its: _____ |
| | Title |

*[If Consultant is a corporation, signatures must comply with California Corporations Code §313]*

Rev. 11/23

WEST YOST
Water. Engineered.

2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

May 26, 2026 SENT VIA: EMAIL

Todd Yamello
Utilities Planning Manager
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

**SUBJECT: Proposal for Engineering Services for West Yost to Perform Supervisory Control and Data Acquisition (SCADA) Standards Development**

Dear Todd:

The purpose of this letter proposal is to provide the City of Pleasanton (City) with a proposed scope of services, budget, and schedule for the development of SCADA Standards.

In 2023, West Yost prepared a SCADA Management Plan (SCADA MP) for the City that established a baseline assessment of the existing SCADA system, identified key gaps and vulnerabilities, and outlined a phased SCADA Program Implementation Plan (Appendix E). A primary finding of that effort was the need for improved and standardized documentation governing instrumentation, SCADA hardware and software, control strategies, and cybersecurity practices. The SCADA MP also identified several foundational near-term projects critical to system resilience, including the relocation of the backup core SCADA server, improvements to remote access, and implementation of Operational Technology (OT) system monitoring.

This project will implement those recommendations by evaluating updated cybersecurity risks and gaps, developing formal SCADA and Instrumentation Standards, and preparing a structured project plan to guide consistent implementation. In addition to the standards development effort, this scope includes preparation of Bases of Design and planning-level cost estimates for the additional SCADA resilience projects to support future budgeting and execution. The objective is to provide the City with practical standards documentation and defined next-step project frameworks that promote consistency, reliability, and cybersecurity across the SCADA environment, regardless of the entity performing the work.

## SCOPE OF SERVICES

The following is a list of the key tasks necessary to perform this proposed scope of services, each further described below:

- Task 1. Project Management
- Task 2. AWIA Cybersecurity Assessment Crosswalk and Gap Analysis
- Task 3. SCADA Standards Development

- Task 4. Backup Core SCADA Server Relocation Basis of Design and Cost Estimate
- Task 5. Remote Access Improvements Basis of Design and Cost Estimate
- Task 6. OT System Monitoring Implementation Basis of Design and Cost Estimate
- Task 7. As-Needed Services

## Task 1. Project Management

The objective of this task is to track work progress and expenditures by using proactive communications, quality assurance, and quality control (QA/QC) to keep the project on schedule and budget. Project Management activities include the following:

- **Kickoff Meeting –** West Yost will prepare and coordinate a kickoff meeting to initiate the project. This meeting will be conducted virtually through Microsoft Teams and will include review of the project approach, scope, and project schedule with key City leadership.
- **Progress Meetings –** Progress meetings will be held monthly via Teams to review project status, including work completed during the latest reporting period, work anticipated to be completed during the next reporting period, identified problems/issues that could affect project budget/expenditures and/or schedule, outstanding issues to be resolved, and outstanding action items.
- **Invoices and Progress Reports –** Monthly invoices and progress reports will be provided.
- **Quality Control –** Internal QA/QC will be performed for each of the project deliverables prior to final submission to the City and final project closeout activities.
- **Project Closeout –** West Yost will conduct final project closeout activities, including final document delivery and final progress report.

**Task 1 Assumptions**

- Project update meetings will be held monthly with key project team members. These meetings will be virtual using Microsoft Teams.
- Key City staff will be available to attend meetings and workshops.

**Task 1 Deliverables**

- West Yost will provide kickoff meeting facilitation materials.
- West Yost will provide monthly update meeting facilitation materials.
- West Yost will provide monthly project status reports and invoices.

## Task 2. AWIA Cybersecurity Assessment Crosswalk and Gap Analysis

The objective of this task is to evaluate and reconcile cybersecurity findings from the City's latest America's Water Infrastructure Act (AWIA) Cyber Risk and Resilience Assessment (Cyber-RRA) against the 2023 SCADA Management Plan and the 2020 AWIA assessment. This effort will identify addressed, outstanding, and newly identified gaps and establish an updated cybersecurity baseline to inform and prioritize subsequent standards development and planning efforts. Work activities under this task include:

- **AWIA Assessment Review** – West Yost will review the City's latest AWIA Cyber-RRA results, including control status summaries, identified vulnerabilities, and recommended actions based on the American Water Works Association (AWWA) Cybersecurity Guidance and Assessment

Tool. West Yost will then compare findings to the 2020 AWIA cybersecurity assessment to identify progress made on previous controls, and persistent or unresolved gaps.

- **SCADA Management Plan Crosswalk** – West Yost will perform a crosswalk between AWIA assessment findings and the cybersecurity-related gaps, recommendations, and projects identified in the SCADA Management Plan. This includes alignment with previously identified deficiencies such as access control, remote access security, monitoring, and policy development.
- **Prioritization and Planning Alignment** – West Yost will evaluate the relative priority of identified gaps (e.g., AWIA Priority 1 and 2 controls) and map them to relevant standards development efforts and planned projects (e.g., P1-3 Remote Access, P1-4 OT Monitoring) to promote alignment with the broader SCADA program.
- **Technical Memorandum Preparation** – West Yost will prepare a concise technical memorandum summarizing the crosswalk results, key findings, and recommended focus areas for subsequent tasks in this scope.

**Task 2 Assumptions**

- The City will provide the latest AWIA Cyber-RRA results and documentation from the 2020 assessment.
- The SCADA Management Plan will be used as the baseline reference for previously identified cybersecurity gaps and recommendations.
- This task is limited to evaluation and planning alignment and does not include implementation of cybersecurity improvements.

**Task 2 Deliverables**

- Technical Memorandum summarizing crosswalk between AWIA assessments, status of previously identified gaps and newly identified cybersecurity gaps

## Task 3. SCADA Standards Development

The objective of this task is to review existing SCADA and control system documentation and develop formal Instrumentation and SCADA Standards to provide consistency and standardization across the City's water, wastewater, storm drain, and recycled water systems. The standards will address instrumentation, SCADA hardware, PLC programming practices and standard objects, tagging conventions, graphical standards, alarm management, HMI database conventions, reporting, and version control. Work activities under this task include:

- **As-Built Documentation Review** – West Yost will review existing control strategies, panel drawings, I/O lists, PLC programs, and related documentation to identify gaps and inconsistencies. Limited site verification will be conducted as needed.
- **Instrumentation Standards Development** – West Yost will develop formal Instrumentation Standards to provide consistency in the selection, procurement, installation, and maintenance of field instrumentation. This will include review of representative existing field instrumentation, coordination with City staff to establish preferred manufacturers and acceptable alternatives for commonly used instrumentation (analyzers, flowmeters, level

transmitters, pressure transmitters and switches, and VFDs), and development of installation and integration guidelines to facilitate compatibility with PLC and SCADA systems.

- **SCADA Hardware Standards Development** – West Yost will develop SCADA hardware standards that define City standards for PLCs, OITs, remote site network equipment, control panel components, and associated power and communication hardware. Standards will identify approved manufacturers, minimum technical requirements, cybersecurity features, and hardware lifecycle expectations, including refresh cycles. Control panel design standards will also be established, including panel sizing, layout, voltage segregation, labeling, and wire management requirements.
- **PLC Programming Standards Development** – West Yost will develop custom standard programming objects for the City. This process will include defining the overall function of each object and the parameters used within each. This also includes documenting how standard SCADA graphical objects are to be used with each object. Finally, this sub-task will entail documenting overall standard practices for developing PLC logic.
- **Tagging Standards Development** – West Yost will work with the City to develop standard tag conventions based on the existing SCADA and PLC tags in use. This includes defining the various portions of a standard SCADA tag to facilitate a better understanding of associated plants, process areas, instrument types, equipment types, and loop numbers.
- **SCADA Graphical Standards Development** – West Yost will document graphical standards based on the objects used within the existing City SCADA system. This includes capturing screenshots of major equipment and instrumentation used throughout the existing SCADA system and defining the various parameters and color schemes associated with each of those components.
- **Alarming Philosophy and Management Standards Development** – West Yost will work with the City to develop alarm standards based on existing SCADA and PLC alarms. This includes documenting alarm tags, alarm severities, alarm descriptions, graphical representation of alarms within the SCADA system (e.g., equipment alarms, transmitter alarms, alarm colors, alarm banners, alarm summary screens), and operator responses.
- **HMI Database Conventions Standards Development** – West Yost will work with the City to document existing HMI database conventions. This includes the documentation of trend and alarm database conventions.
- **Report Standards Development** – West Yost will work with the City to develop report standards. This includes conducting workshops with the City to gather feedback on report templates and content.
- **Version Control Standards Development** – West Yost will work with the City to develop version control standards for SCADA and PLC applications. This includes recommended practices regarding managing and tracking changes, maintaining the integrity and reliability of applications, and reverting to previous versions if needed.

**Task 3 Assumptions**

- City will provide existing instrumentation asset inventories, record drawings, PLC backups, O&M manuals, and related documentation at the start of the task to support review and recommendations.
- SCADA Graphical Standards Development is limited to documenting existing AVEVA InTouch standards as currently used within the SCADA environment. Modifications and additions to graphical templates are not included.
- HMI Database Conventions Standards Development is limited to documenting existing database conventions as currently implemented.
- Control strategy development will focus on major facilities and representative remote sites; minor facilities may be documented at a higher level unless otherwise directed.
- Field verification will be limited to targeted site visits (up to 16 hours) and will not include forensic validation of wiring or PLC logic.
- City staff will be available to participate in workshops and will provide applicable SCADA and PLC backup files prior to beginning the task.

**Task 3 Deliverables**

- West Yost will provide a Draft & Final SCADA Standards document that includes components as outlined above.

## Task 4. Backup Core SCADA Server Relocation Basis of Design and Cost Estimate

The objective of this task is to investigate and define the scope, level of effort, and planning-level cost required to implement Project P1-2 – Backup Core SCADA Server Relocation. This task will not include implementation of the relocation project, but will instead establish the technical framework, design criteria, and budgetary estimate necessary for future execution. Work activities under this task include:

- **Core SCADA Server Relocation Basis of Design** – West Yost will develop a Basis of Design for relocating the core SCADA server environment. Work will include reviewing existing server, virtualization, network, storage/backup, power, and room layout conditions based on available documentation and coordination with City IT and Utilities staff. West Yost will define relocation objectives and design criteria, including redundancy, cybersecurity, physical security, environmental controls, power resiliency, operational continuity, and potential backup server locations. West Yost will also develop a high-level implementation approach addressing sequencing, outages, testing, cutover, rollback, and coordination requirements to reduce operational risk during future implementation.
- **Planning-Level Cost Estimate Development** – West Yost will prepare a planning-level cost estimate consistent with an AACE Class 5 estimate. The estimate will include anticipated costs for hardware procurement, software licensing (if applicable), network modifications, electrical upgrades, environmental improvements, professional services, testing, commissioning, and contingency.

**Task 4 Assumptions**

- This task is limited to development of a Basis of Design and planning-level cost estimate and does not include final design, procurement, configuration, or implementation services.
- The City will provide available network diagrams, server inventories, backup architecture documentation, and facility information necessary for evaluation.
- The cost estimate will be developed at a planning level and is intended for budgeting purposes only.
- West Yost's role will be advisory only and will not include server migration, system configuration, procurement, construction, installation, or implementation of the relocation project.

**Task 4 Deliverables**

- Basis of Design memorandum for P1-2 Backup Core SCADA Server Relocation.
- Planning-level (AACE Class 5) opinion of probable cost.

## Task 5. Remote Access Improvements Basis of Design and Cost Estimate

The objective of this task is to investigate and define the scope, level of effort, and planning-level cost required to implement Project P1-3 – Remote Access Improvements. This task will not include procurement or deployment of a remote access solution, but will establish the technical framework, cybersecurity requirements, and budget necessary for future execution. Work activities under this task include:

- **Existing Status Review** – West Yost will review the City's current remote access architecture, including VPN configuration, firewall rules, authentication methods, remote desktop services, mobile device access, and third-party access pathways into the SCADA environment. This review will include coordination with both Utilities and IT staff.
- **Cybersecurity and Operational Requirements Definition** – In coordination with City staff, West Yost will define remote access objectives including multi-factor authentication requirements, role-based access control, session monitoring expectations, encryption standards, vendor access controls, audit logging, and operational usability requirements. An evaluation of available remote access solutions will be conducted, and options will be presented to the City to assist in selection.
- **Implementation Approach and Governance Framework** – West Yost will outline a high-level implementation strategy including user onboarding, vendor access management, testing procedures, cutover sequencing, and policy updates. This will include identification of required updates to SCADA access control standards and roles and responsibilities documentation.
- **Planning-Level Cost Estimate Development** – West Yost will prepare a planning-level cost estimate consistent with an AACE Class 5 estimate. The estimate will include anticipated licensing costs, hardware (if required), configuration services, integration support, training, and contingency.

**Task 5 Assumptions**

- This task is limited to development of a Basis of Design and planning-level cost estimate and does not include procurement or deployment of remote access software or hardware.
- The City will provide existing firewall, VPN, and network architecture documentation for review.

- The cost estimate will be developed for budgeting purposes and will not represent a final construction or procurement estimate.

**Task 5 Deliverables**

- Basis of Design memorandum for P1-3 Remote Access Improvements.
- Planning-level (AACE Class 5) opinion of probable cost.
- High-level project schedule framework.

## Task 6. OT System Monitoring Implementation Basis of Design and Cost Estimate

The objective of this task is to investigate and define the scope, level of effort, and planning-level cost required to implement Project P1-4 – OT System Monitoring Implementation. This task will not include procurement or deployment of monitoring tools, but will establish the technical framework, functional requirements, and budget necessary for future execution. Work activities under this task include:

- **OT System Monitoring Basis of Design** – West Yost will review existing SCADA/OT monitoring tools, logging, cybersecurity, alerting, and related IT/Utilities workflows; define functional requirements for OT asset visibility, vulnerability management, threat detection, log aggregation, forensic analysis, and IT security integration; evaluate potential OT monitoring solutions; and develop a phased implementation and operational strategy. The work will culminate in an OT System Monitoring Basis of Design documenting the recommended monitoring approach, key requirements, implementation plan, and ongoing support model.
- **Planning-Level Cost Estimate Development** – West Yost will prepare a planning-level cost estimate consistent with an AACE Class 5 estimate. The estimate will include anticipated software licensing, hardware appliances (if required), configuration services, integration support, training, and contingency.

**Task 6 Assumptions**

- This task is limited to development of a Basis of Design and planning-level cost estimate and does not include procurement, configuration, or deployment of monitoring systems.
- The City will provide documentation of existing monitoring tools and network architecture.
- The cost estimate will be prepared for budgeting purposes only and will not represent a final implementation estimate.

**Task 6 Deliverables**

- Basis of Design memorandum for P1-4 OT System Monitoring Implementation.
- Planning-level (AACE Class 5) opinion of probable cost.

## Task 7. As-Needed Services

The objective of this task is to provide additional services related to the previous tasks as requested by the City up to the budget amount shown in Table 1. Some potential additional services may include:

- **As-Needed Owner's Advisor/Technical Support** – West Yost will provide as-needed owner's advisor/technical advisory support to City IT and Utilities staff with the Backup Core SCADA

Server Relocation (Task 4) and OT System Monitoring Implementation (Task 6) to confirm that the implementation of these projects are consistent with the Basis of Design, operational continuity needs, cybersecurity objectives, and SCADA resilience goals. Support may include participation in coordination meetings; review of relocation concepts, implementation plans, vendor materials and proposals, equipment selections, proposed architectures, network and virtualization approaches, backup and recovery strategies, integration approaches, testing/cutover procedures, and procurement-related technical information; and recommendations related to OT asset visibility, vulnerability management, threat detection, log aggregation, alerting, forensic capability, and IT security integration.

- **On-Call SCADA Integration RFQ Development** – West Yost will support the City in developing an RFQ to establish a pool of qualified SCADA system integrators for on-call services. This includes preparing the RFQ, defining evaluation criteria, reviewing submittals, and supporting the City through the selection process.

**Task 7 Assumptions**

- West Yost will perform additional, as-needed services up the amount allocated to this task only after receiving a request and written authorization from the City.
- West Yost will provide a separate estimate for each request on a time-and-materials basis up to the level of effort shown in Table 1.

**Task 7 Deliverables**

- Deliverables are TBD based on services requested by the City.

## PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the scope of services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2026 Billing Rate Schedule, with a not-to-exceed budget of $349,693. Additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

**Table 1. Estimated Project Hours and Budget**

| Task | Level of Effort, hours | Estimated Budget, dollars |
|---|---|---|
| Task 1. Project Management | 100 | $25,209 |
| Task 2. AWIA Cybersecurity Assessment Crosswalk and Gap Analysis | 48 | $11,608 |
| Task 3. SCADA Standards Development | 772 | $182,470 |
| Task 4. Backup Core SCADA Server Relocation Basis of Design and Cost Estimate | 80 | $18,020 |
| Task 5. Remote Access Improvements Basis of Design and Cost Estimate | 160 | $38,506 |
| Task 6. OT System Monitoring Implementation Basis of Design and Cost Estimate | 80 | $18,880 |
| Task 7. As-Needed Services | 200 | $55,000 |
| **Total Project Hours and Budget** | **1,440** | **$349,693** |

## SCHEDULE

West Yost anticipates providing deliverables based on the schedule shown in Attachment A. Project Schedule.

Thank you for providing West Yost with the opportunity to be of continued service to the City. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Daniel Groves, PE
Engineering Manager
RCSE #7454

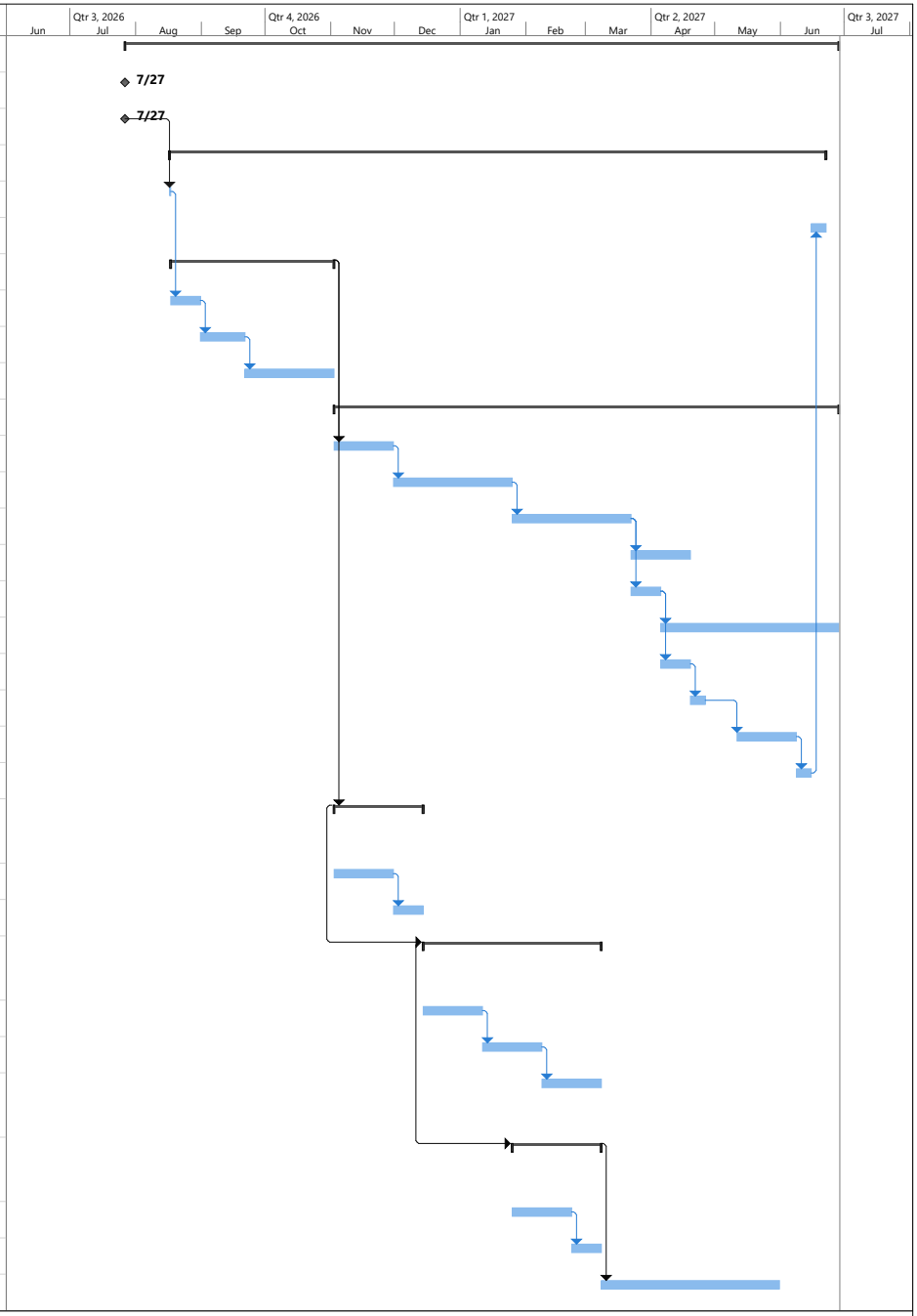
cc: Michael Gruenbaum

Attachment(s): A. Project Schedule
B. West Yost's 2026 Billing Rate Schedule

# Attachment A

## Project Schedule

| ID | Task Name | Duration | Start | Finish | Predecessors | Work | Cost |
|---|---|---|---|---|---|---|---|
| 1 | **Pleasanton - SCADA Standards Development** | **240.5 days** | **Mon 7/27/26** | **Mon 6/28/27** | | **1,240 hrs** | **$349,693.97** |
| 2 | **Key Milestones** | **0 days** | **Mon 7/27/26** | **Mon 7/27/26** | | **0 hrs** | **$0.00** |
| 3 | Notice to Proceed | 0 days | Mon 7/27/26 | Mon 7/27/26 | | 0 hrs | $0.00 |
| 4 | **Task 1 - Project Management** | **221.5 days** | **Mon 8/17/26** | **Tue 6/22/27** | | **100 hrs** | **$25,209.46** |
| 5 | Kickoff Meeting | 4 hrs | Mon 8/17/26 | Mon 8/17/26 | 3FS+3 wks | 8 hrs | $2,208.16 |
| 6 | Project Closeout | 1 wk | Tue 6/15/27 | Tue 6/22/27 | 21 | 2 hrs | $577.03 |
| 7 | **Task 2 - AWIA Crosswalk** | **55 days** | **Mon 8/17/26** | **Mon 11/2/26** | | **48 hrs** | **$11,608.56** |
| 8 | 2025 Assessment Review | 2 wks | Mon 8/17/26 | Mon 8/31/26 | 5 | 8 hrs | $2,088.32 |
| 9 | SCADA Management Plan Crosswalk | 3 wks | Mon 8/31/26 | Mon 9/21/26 | 8 | 16 hrs | $3,796.08 |
| 10 | Summary TM Development | 6 wks | Mon 9/21/26 | Mon 11/2/26 | 9 | 24 hrs | $5,724.16 |
| 11 | **Task 3 - SCADA Standards Development** | **170 days** | **Mon 11/2/26** | **Mon 6/28/27** | | **772 hrs** | **$182,469.59** |
| 12 | As-Built Documentation Review | 1 mon | Mon 11/2/26 | Mon 11/30/26 | 7 | 32 hrs | $7,472.32 |
| 13 | Instrumentation Standards | 2 mons | Mon 11/30/26 | Mon 1/25/27 | 12 | 96 hrs | $22,314.76 |
| 14 | SCADA Hardware Standards | 2 mons | Mon 1/25/27 | Mon 3/22/27 | 13 | 100 hrs | $24,161.18 |
| 15 | Controller Programming Standards | 1 mon | Mon 3/22/27 | Mon 4/19/27 | 14 | 144 hrs | $33,793.65 |
| 16 | Tagging Standards | 2 wks | Mon 3/22/27 | Mon 4/5/27 | 14 | 78 hrs | $17,963.63 |
| 17 | Graphical Standards | 3 mons | Mon 4/5/27 | Mon 6/28/27 | 16 | 164 hrs | $39,380.11 |
| 18 | Alarming Philosophy and Management | 2 wks | Mon 4/5/27 | Mon 4/19/27 | 16 | 70 hrs | $16,464.23 |
| 19 | HMI Database Conventions | 1 wk | Mon 4/19/27 | Mon 4/26/27 | 18 | 20 hrs | $4,585.93 |
| 20 | Reporting Standards | 1 mon | Tue 5/11/27 | Tue 6/8/27 | 19FS+11 da | 48 hrs | $11,747.85 |
| 21 | Version Control Standards | 1 wk | Tue 6/8/27 | Tue 6/15/27 | 20 | 20 hrs | $4,585.93 |
| 22 | **Task 4 - Backup Core SCADA Relocation Basis of Design & Cost Estimate** | **30 days** | **Mon 11/2/26** | **Mon 12/14/26** | **7** | **80 hrs** | **$18,020.64** |
| 23 | Basis of Design Development | 4 wks | Mon 11/2/26 | Mon 11/30/26 | | 60 hrs | $13,460.32 |
| 24 | Cost Estimate Development | 10 days | Mon 11/30/26 | Mon 12/14/26 | 23 | 20 hrs | $4,560.32 |
| 25 | **Task 5 - Remote Access Improvements Basis of Design & Cost Estimate** | **60 days** | **Mon 12/14/26** | **Mon 3/8/27** | **22SS+30 days** | **160 hrs** | **$38,505.82** |
| 26 | Existing Status Review | 4 wks | Mon 12/14/26 | Mon 1/11/27 | | 40 hrs | $9,261.74 |
| 27 | Objectives and Design Criteria Development | 20 days | Mon 1/11/27 | Mon 2/8/27 | 26 | 32 hrs | $7,804.51 |
| 28 | Implementation Approach and Cost Estimate Development | 4 wks | Mon 2/8/27 | Mon 3/8/27 | 27 | 88 hrs | $21,439.58 |
| 29 | **Task 6 - OT System Monitoring Basis of Design & Cost Estimate** | **30 days** | **Mon 1/25/27** | **Mon 3/8/27** | **25SS+30 days** | **80 hrs** | **$18,879.91** |
| 30 | Existing Status Review | 4 wks | Mon 1/25/27 | Mon 2/22/27 | | 60 hrs | $14,112.45 |
| 31 | Objectives and Design Criteria Development | 10 days | Mon 2/22/27 | Mon 3/8/27 | 30 | 20 hrs | $4,767.45 |
| 32 | Task 7 - As-needed Services | 3 mons | Mon 3/8/27 | Mon 5/31/27 | 29 | 0 hrs | $55,000.00 |




Project: Pleasanton - SCADA St
Date: Tue 5/26/26

Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress
Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline
Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress

# Attachment B

## West Yost's 2026 Billing Rate Schedule

# 2026 Billing Rate Schedule

**(Effective January 1, 2026, through December 31, 2026)***

| POSITIONS | LABOR CHARGES (DOLLARS PER HOUR) |
|---|---|
| **ENGINEERING** | |
| Principal/Vice President | $392 |
| Engineer/Scientist/Geologist Manager I / II | $370 / $387 |
| Principal Engineer/Scientist/Geologist I / II | $333 / $355 |
| Senior Engineer/Scientist/Geologist I / II | $297 / $312 |
| Associate Engineer/Scientist/Geologist I / II | $246 / $265 |
| Engineer/Scientist/Geologist I / II / III | $191 / $221 / $231 |
| Engineering Aide | $117 |
| Field Monitoring Services | $145 |
| Administrative I / II / III / IV | $107 / $133 / $160 / $176 |
| **ENGINEERING TECHNOLOGY** | |
| Engineering Tech Manager I / II | $384 / $387 |
| Principal Tech Specialist I / II | $353 / $365 |
| Senior Tech Specialist I / II | $320 / $334 |
| Senior GIS Analyst | $292 |
| GIS Analyst | $277 |
| Technical Specialist I / II / III / IV | $206 / $231 / $261 / $291 |
| Technical Analyst I / II | $148 / $176 |
| Technical Analyst Intern | $119 |
| Cross-Connection Control Specialist I / II / III / IV | $154 / $167 / $188 / $208 |
| CAD Manager | $233 |
| CAD Designer I / II | $181 / $204 |
| **CONSTRUCTION MANAGEMENT** | |
| Senior Construction Manager | $373 |
| Construction Manager I / II / III / IV | $222 / $237 / $251 / $318 |
| Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1) | $200 / $222 / $247 / $256 |
| Apprentice Inspector | $181 |
| CM Administrative I / II | $96 / $130 |
| Field Services | $256 |

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

# 2026 Billing Rate Schedule

**(Effective January 1, 2026, through December 31, 2026)***

## Equipment Charges

| EQUIPMENT | BILLING RATES |
|---|---|
| 2" Purge Pump & Control Box | $300 / day |
| Aquacalc / Pygmy or AA Flow Meter | $28 / day |
| Emergency SCADA System | $35 / day |
| Field Vehicles (Groundwater) | $200 / day |
| Gas Detector | $80 / day |
| Generator | $60 / day |
| Hydrant Pressure Gauge | $10 / day |
| Hydrant Pressure Recorder, Impulse (Transient) | $55 / day |
| Hydrant Pressure Recorder, Standard | $40 / day |
| Low Flow Pump Back Pack | $135 / day |
| Low Flow Pump Controller | $200 / day |
| Powers Water Level Meter | $32 / day |
| Precision Water Level Meter 300ft | $30 / day |
| Precision Water Level Meter 500ft | $40 / day |
| Precision Water Level Meter 700ft | $45 / day |
| QED Sample Pro Bladder Pump | $65 / day |
| Skydio 2+ Drone (2 hour minimum) | $100 / hour |
| Storage Tank | $20 / day |
| Sump Pump | $24 / day |
| Transducer Communications Cable | $10 / day |
| Transducer Components (per installation) | $23 / day |
| Trimble GPS – Geo 7x | $220 / day |
| Tube Length Counter | $22 / day |
| Turbidity Meter | $30 / day |
| Turbidity Meter (2100Q Portable) | $35 / day |
| Vehicle (Construction Management) | $18.75 / hour |
| Water Flow Probe Meter | $20 / day |
| Water Quality Meter | $50 / day |
| Water Quality Multimeter | $185 / day |
| Well Sounder | $30 / day |

* This schedule is updated annually

**EXHIBIT B**

**LEVINE ACT DISCLOSURE STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," prohibits any officer of a local government agency from participating in the consideration or action related to a proceeding, including the award of a contract, if he or she receives political contribution(s) totaling more than $500 within the preceding 12 months while the proceeding is pending, and for 12 months following the date of the final decision in a proceeding or award of a contract. This prohibition applies when an officer accepts, solicits, or directs contributions on the officer's own behalf, on behalf of another officer, on behalf of any candidate for office, or on behalf of any committee.

A list of the members of the City Council can be located at:
https://www.cityofpleasantonca.gov/our-government/mayor-city-council/

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any City officer in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Council action related to this contract?

   □ *YES* □ *NO*

   If YES, please identify the person(s) or agent(s) making the contribution:

   _____

   If YES, please identify the officer receiving the contribution:

   _____

2. Do you, or your company, or any agent on behalf of you or you company, anticipate or plan to make any political contributions of more than $500 to any City officer in the 12 months following any Council action related to this contract?

   □ *YES* □ *NO*

   If YES, please identify the person(s) or agent(s) making the contribution:

   _____

   If YES, please identify the officer receiving the contribution:

   _____

Answering YES does not preclude the City of Pleasanton from awarding a contract or taking subsequent action related to the item. It does, however, preclude the identified City officer from participating in any actions related to such an item.

By signing below, you certify you also agree to disclose to the City any future contributions made to a City officer by you or your agent(s) after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract.

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

Signed: _____ Date: _____

Print Name: _____ Title: _____

Company: _____

CITY COUNCIL AGENDA REPORT

July 21, 2026
Public Works - Engineering Division

**TITLE: ACCEPT PUBLIC IMPROVEMENTS PERFORMED BY DPI, INC., FOR THE ANNUAL STORM DRAIN REPAIR/REPLACEMENT (PURI COURT) PROJECT, CIP 24415 AND 25415, AND APPROVE A BUDGET AMENDMENT TO THE STORM DRAIN REPLACEMENT FUND**

## SUMMARY

The project includes storm drain improvements on Puri Court, including replacement of existing buried pipes with new, larger pipes and installation of a new box culvert to improve flow capacity and reduce future flood risk. The project was initiated in response to storm events during the winter of late 2022 through early 2023 when runoff from the hillside west of Foothill Road overwhelmed the storm drain network serving Foothill Road and Puri Court.

On April 15, 2025, the City Council awarded a construction contract to DPI, Inc., for CIP Nos. 24415 and 25415, with total project expenditures anticipated at $1,827,201. The work has been completed to the satisfaction of the Public Works Director and in accordance with the approved plans and special provisions. Staff recommends that the City Council accept the project as complete.

## RECOMMENDATION

1. Accept the Annual Storm Drain Repair/Replacement (Puri Court) project, CIP 25415, as complete and authorize the City Clerk to file a Notice of Completion pursuant to California Civil Code section 9204;
2. Authorize the release of retention in the amount of $57,504.29 to DPI, Inc., 30 calendar days after recordation of the Notice of Completion; and
3. Approve a budget amendment returning $558,382 in remaining project funding to the Annual Storm Drain Repair/Replacement Fund (Fund 441) for future eligible projects.

## BACKGROUND

The project was advertised, and sealed bids were opened on March 25, 2025. A total of nine bids were received, ranging from $1,084,777 to $1,834,000. DPI, Inc., submitted the lowest responsive bid in the amount of $1,084,777, which was 19 percent lower than the Engineer's Estimate. The Public Works Director was authorized to approve change orders up to the project contingency amount of $157,317. The project also required expenditures for consultant contracts and related services, as detailed in Attachment 2.

## DISCUSSION

The project included replacement of 415 lineal feet of storm drain pipe and 52 lineal feet of box culvert, installation of a storm manhole, a headwall, and minor concrete and landscape restoration in areas where excavation affected front yards within the residential neighborhood.

Four contract change orders were issued during construction, resulting in a net cost increase of $101,309, or 9.7 percent above the original contract amount. All work has been completed and is ready for final acceptance by the City Council. Acceptance of the public improvements will marginally increase the City's inventory of infrastructure requiring long-term maintenance, however, the improvements correct an existing system deficiency and reduce the City's overall maintenance burden.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

The project was determined to be categorically exempt from CEQA, as documented in a Notice of Exemption filed pursuant to Section 15302, "Replacement or Reconstruction".

## EQUITY AND SUSTAINABILITY

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

## OUTREACH

City staff conducted neighborhood outreach meetings with residents to explain construction-related project impacts. In addition, the contractor distributed notices to residents immediately before work began.

## STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan goals of *Safeguarding Our City*, Strategy 4 - Identify funding sources and implement the hazard mitigation plan to address response to natural disasters, and *Investing in Our Environment*, Strategy 1 - Implement the Four-Year Capital Improvement Program (CIP).

## FISCAL IMPACT

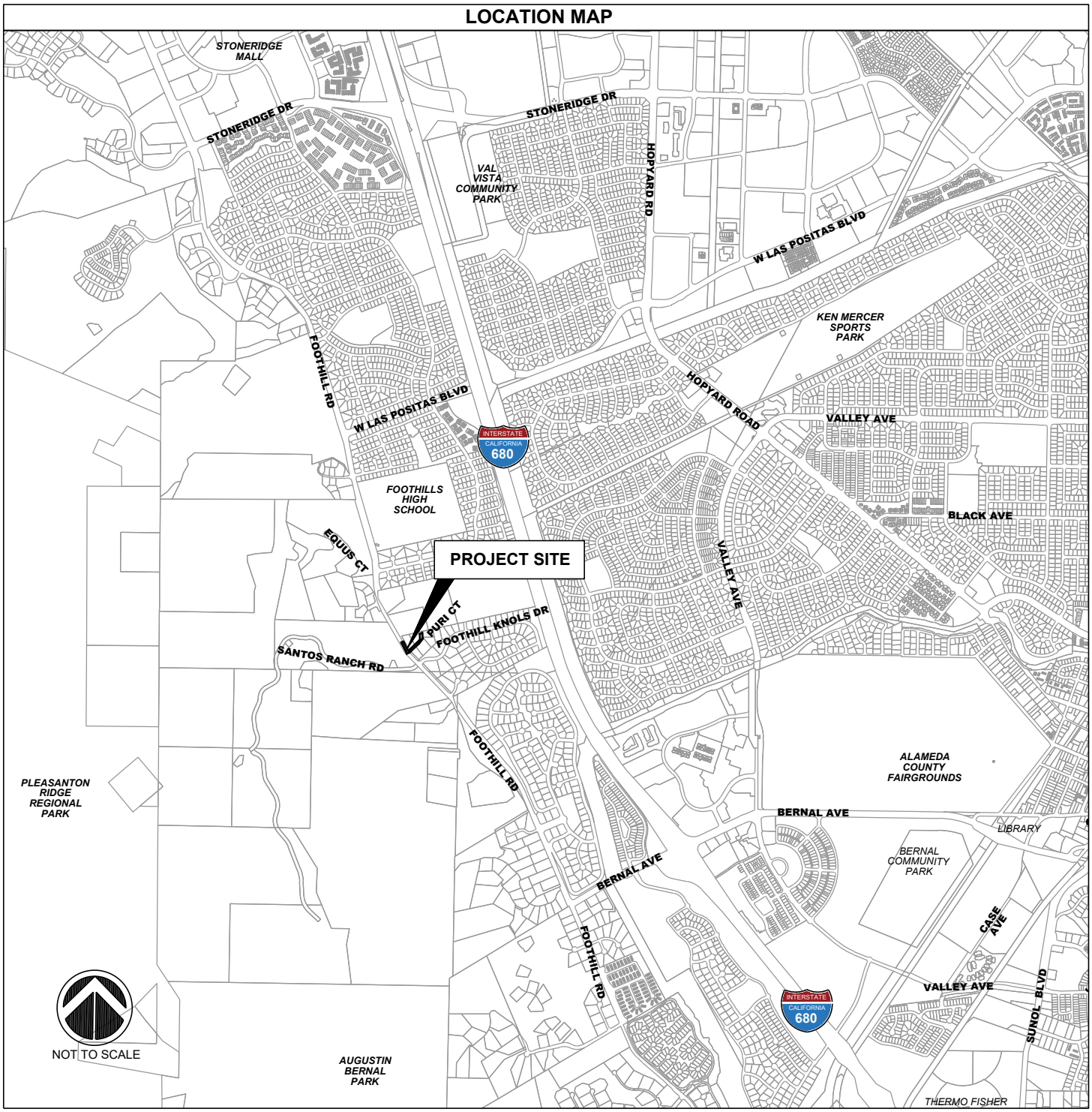
Total funding for this project was $1,827,201. Total expenditures were $1,268,819, leaving a remaining balance of $558,382, as shown in Attachment 2. Staff recommends returning the remaining balance to the Annual Storm Drain Repair/Replacement Fund (Fund 441) for future eligible projects through the CIP prioritization process.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
| Michael Stella, City Engineer | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

Attachments:

1. Project Location Map
2. Financial Expenditure Summary

# CITY OF PLEASANTON
## PUBLIC WORKS DEPARTMENT
## PURI COURT STORM DRAIN IMPROVEMENTS
## CIP NO. 25415




LOCATION MAP

NTS

**ANNUAL STORM REPAIR / REPLACEMENT (PURI COURT)**
**CIP NO. 24415 & 25415**
07/21/26

| **Project Funding to Date** | **Amount** | **Totals** |
|---|---|---|
| ***Annual Storm Repair/ Replacement (Puri Court) CIP No. 25415*** | | |
| 2024-25 CIP Allocation (Storm Drain Replacement & Renovation - Fund 441) | $1,750,000 | |
| ***CIP No. 25415 Sub-Total*** | ***$1,750,000*** | |
| ***Annual Storm Repair/ Replacement CIP No. 24415*** | | |
| 2023-24 CIP Allocation (Storm Drain Replacement & Renovation - Fund 441) | $125,000 | |
| 2024-25 CIP Reduction at Carryforward (Storm Drain Replacement & Renovation -Fund 441) | (47,799) | |
| ***CIP No. 24415 Sub-Total*** | ***$77,201*** | |
| **TOTAL PROJECT FUNDING TO DATE** | | **$1,827,201** |
| **Project Expenditures to Date** | | |
| Alameda County Clerk (Paid under CIP 24415) | $50 | |
| Pakpour Consulting (Design) (Paid under CIP 24415) | 68,526 | |
| George Bianchi Construction (Concrete Repairs) (Paid under CIP 24415) | 8,625 | |
| Advertising (Paid under CIP 25415) | 747 | |
| DPI, Inc. - Construction Contract (Contract No. 2025548) (Paid under CIP 25415) | 1,048,777 | |
| DPI, Inc. - Contract Change Order No. 1 | 46,407 | |
| DPI, Inc. - Contract Change Order No. 2 | 16,598 | |
| DPI, Inc. - Contract Change Order No. 3 & 4 | 38,304 | |
| Pakpour Consulting (Construction and Design Support) (Paid under CIP 25415) | 12,290 | |
| Geocon Consultants (Material Testing) (Paid under CIP 25415) | 17,615 | |
| Miscellaneous (Paid under CIP 25415) | 10,880 | |
| **TOTAL PROJECT EXPENDITURES** | | **$1,268,819** |
| **Funding Balance/ (Shortfall)** | | |
| Project Balance | | **$ 558,382** |

CITY COUNCIL AGENDA REPORT

July 21, 2026
Public Works - Utilities Division

**TITLE: ACCEPT THE FINAL SEWER RATE STUDY REPORT AND AUTHORIZE PROPOSITION 218 NOTICING FOR SEWER RATE CHANGES**

## SUMMARY

In September 2024, the City contracted with Water Resources Economics, LLC (WRE) to perform a comprehensive sewer rate study to establish cost-based, fair, and legally defensible rates and connection fees that support the long-term financial sustainability of the City's sewer program. The study evaluates a four-year financial plan for fiscal year (FY) 2026/27 through 2029/30 to determine revenue needs, conduct a cost-of-service analysis, develop four-year sewer rate schedules for calendar years 2027 through 2030, and update sewer connection fees for 2027 that will be adjusted annually by the consumer price index (CPI). The 2026 Sewer Rate Study report presented here documents the proposed rate development process and demonstrates the nexus between the City's costs and the rates charged to customers. The proposed four-year sewer rate and connection fee schedules are included in the 2026 Sewer Rate Study report.

Under Proposition 218, the City must notify all property owners or customers of record of proposed changes to sewer rates and hold a public hearing before adopting those rates. If a majority of customers submit written protests, the proposed rate changes cannot be adopted. If a majority protest is not received, the City Council may adopt the proposed changes, but is not obligated to do so. Attached to this staff report is the proposed Proposition 218 notice, with rates effective January 2027. Although changes to connection fees are not subject to Proposition 218 requirements, the attached notice includes these proposed fees for informational purposes. Approval of this item will initiate the public review process required under Proposition 218.

The next steps include issuing the Proposition 218 notice in September 2026, followed by a public review period from September through November 2026, with a public hearing scheduled for November 17, 2026 to consider adoption of the proposed rates and connection fees. If approved, the updated rates and connection fees will take effect on January 1, 2027.

## RECOMMENDATION

1. Accept the 2026 Sewer Rate Study Report; and
2. Authorize Proposition 218 noticing for sewer rate changes.

## BACKGROUND

The City of Pleasanton owns and operates a sewer collection system comprising approximately 253 miles of gravity sewers, approximately 4.9 miles of force mains, eight siphons, 11 active pump stations, and approximately 21,000 service connections. The average

dry weather flow is approximately 6 million gallons per day (MGD). The City has agreements with the Dublin San Ramon Services District (DSRSD) and the City of Livermore (for the Ruby Hill service area) for wastewater treatment and is a member of the Livermore-Amador Valley Water Management Agency (LAVWMA) for treated wastewater disposal. The City also has agreements with Alameda County that allow sewage flows from the Castlewood Service Area to be transported through the City's collection system for treatment at DSRSD. The City's sewer system operation and Capital Improvement Program (CIP) are guided by the Sewer System Management Plan approved by the City Council in July 2025.

On June 17, 2025, the City Council adopted the Sewer System Management Plan (SSMP). On November 4, 2025, the City Council approved the long-term sewer CIP to guide sewer program management, support infrastructure sustainability, and reduce the risk of sewer overflows. To maintain financial sustainability as the SSMP is implemented, the City is conducting the 2026 Sewer Rate Study (Rate Study) to evaluate the sewer enterprise's financial condition and develop cost-based, equitable rates that recover the cost of service across customer classes.

On February 17, 2026, the City Council received the financial plan analysis for the 2026 Sewer Rate Study and approved implementation of Scenario 1 - Maintain.

On April 21, 2026, staff conducted a workshop with the City Council to present the proposed sewer rate structure and preliminary findings of the Sewer Rate Study, including an overview of the sewer rates needed to implement the Maintain scenario.

On June 2, 2026, the City Council approved the proposed sewer rate structure, sewer rates, and updated sewer connection fees to support implementation of the Sewer Rate Study's Maintain scenario. Although connection fees are not subject to the Proposition 218 process, City Council approval of the updated connection fees concurrently with the sewer rate adjustments, effective January 2027, is essential to support the long-term financial sustainability of the sewer enterprise program.

Following City Council direction on the sewer rate structure, sewer rates, and updated sewer connection fees, staff finalized the Sewer Rate Study report and prepared the Proposition 218 notice based on the approved data. Staff is now seeking City Council acceptance of the final Sewer Rate Study report and authorization to initiate the Proposition 218 process.

## DISCUSSION

The City of Pleasanton periodically evaluates its sewer rates to ensure they generate sufficient revenue to operate, maintain, rehabilitate, and replace the City's wastewater collection system in a financially sustainable and legally compliant manner. A comprehensive sewer rate study is necessary to determine the true cost of providing sewer service, evaluate long-term infrastructure needs, and establish equitable, cost-based rates that comply with California law.

Sewer service is a continuous 24-hour public utility that protects public health and the environment by safely collecting, transporting, treating, and disposing of wastewater. In Pleasanton, customers pay two separate sewer charges. The City's sewer rate funds the local collection system, while wastewater treatment costs are established by DSRSD, or the City of Livermore for the Ruby Hill service area, and are passed directly through to customers.

The City's sewer rate supports the operation, maintenance, inspection, cleaning, repair, and replacement of the local wastewater collection system. Sewer revenues also fund routine cleaning, closed-circuit television (CCTV) inspections, root control, emergency response to sewer blockages and overflows, regulatory compliance under the State's Sewer System Management Plan and capital improvements needed to rehabilitate aging infrastructure and reduce the risk of sewer spills and system failures.

Regional treatment charges collected on behalf of DSRSD and the City of Livermore fund the transportation, treatment, and disposal of wastewater after it leaves the City's collection system. These charges support regional interceptor pipelines, wastewater treatment facilities, biosolids management, facility maintenance, and compliance with state and federal environmental regulations.

Much of Pleasanton's sewer infrastructure was installed decades ago and is reaching the point where significant rehabilitation or replacement is needed. Maintaining a reliable sewer system requires ongoing investment to reduce the risk of pipe failures, sanitary sewer overflows, service disruptions, and costly emergency repairs while protecting public health and the environment.

Historically, the City has relied primarily on annual Consumer Price Index (CPI) adjustments to increase sewer rates. Although these adjustments helped address inflationary operating costs, they did not evaluate whether revenues were sufficient to support long-term capital rehabilitation, regulatory compliance, or the full cost of providing service. As a result, deferred maintenance needs have increased, and the cost of maintaining the aging system has continued to grow.

This comprehensive sewer rate study is the first cost-of-service analysis undertaken by the City to evaluate whether sewer rates accurately reflect the cost of serving each customer class. The study incorporates updated operating costs, regional treatment charges, capital improvement needs identified through the recently updated SSMP and Long-Term CIP, and long-term financial projections.

Completing this study also supports compliance with the State Water Resources Control Board's Sewer System Management Plan requirements, which require wastewater agencies to demonstrate adequate financial resources to properly operate, maintain, rehabilitate, and replace their sewer systems over time. Establishing rates through a comprehensive cost-of-service analysis provides the City with a sustainable funding strategy to maintain regulatory compliance, protect public health, and ensure reliable wastewater service for the community.

The final Sewer Rate Study report is included as Attachment 1. The financial plan, sewer rate structure, sewer rate, and updated sewer connection fees are summarized below.

Financial Plan

The approved financial plan scenario includes four years of revenue adjustments to maintain financial sufficiency and resiliency, as well as three debt issuances in fiscal year (FY) 2028 through FY 2030 to fund $28.0 million of CIP. Under this scenario, the City will meet its operating reserve target by the end of the planning period in FY 2030.

**Table 1. Revenue Adjustments FY 2027 - 2030**

| Fiscal Year | Effective Date | Revenue Adjustments | Debt Proceeds for CIP |
|---|---|---|---|
| FY 2027 | 1/1/2027 | 100.0% | $0 |
| FY 2028 | 7/1/2027 | 10.0% | $6,000,000 |
| FY 2029 | 7/1/2028 | 10.0% | $16,000,000 |
| FY 2030 | 7/1/2029 | 10.0% | $6,000,000 |
| | | **Total** | **$28,000,000** |

Sewer Rate Structure

Under the proposed sewer rate structure:

1. Residential customers, including single-family, single-family with accessory dwelling unit (ADU), condominium, and multi-family customers, will pay bimonthly fixed charges.
2. Condominium and multi-family bimonthly fixed charges are aligned to simplify the City's rate structure and better align with peer agency practices, including DSRSD.
3. Commercial and industrial customer categories with differing variable charges will be consolidated into a single variable charge applicable to all commercial and industrial customers, consistent with cost-of-service principles and DSRSD customer classifications. Sewer charges for commercial and industrial customers are based on bimonthly water usage in hundred cubic feet (ccf).

Sewer Rate

Residential customers are charged a fixed sewer rate regardless of how much wastewater an individual household generates. Pleasanton’s residential sewer charge is structured as a fixed charge because the City’s sewer collection system costs are largely independent of day-to-day water use. Unlike water rates, which are based on metered water consumption, residential sewer rates are based on average indoor water use assumptions informed by data from the American Community Survey and industry standards.

Commercial, industrial, and institutional customers are charged a variable sewer rate based on estimated wastewater flow, as determined by winter water usage and strength characteristics associated with the type of business or facility.

Regional wastewater treatment charges from DSRSD or the City of Livermore are also included as pass-through charges on customer bills and vary by customer classification and treatment requirements. These rates are not set or controlled by the City.

The proposed Pleasanton-only sewer rates, excluding DSRSD or Livermore treatment charges, are as follows:

**Table 2. Proposed Pleasanton-Only Sewer Rates**

| Pleasanton Collection Sewer Rates | Current | Effective | Effective | Effective | Effective |
|---|---|---|---|---|---|

| | 7/1/2026 | 1/1/2027 | 7/1/2027 | 7/1/2028 | 7/1/2029 |
|---|---|---|---|---|---|
| **Bimonthly Fixed Residential Charges ($/ DU)** | | | | | |
| Single-Family | $31.70 | $57.03 | $62.74 | $69.02 | $75.93 |
| Single-Family w/ 2nd Residence | $48.28 | $96.53 | $106.19 | $116.81 | $128.50 |
| Condominium | $21.77 | $39.51 | $43.47 | $47.82 | $52.61 |
| Multi-Family | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |
| **Commercial/Industrial Variable Charges ($/ccf)** | | | | | |
| All Commercial/Industrial Customers | N/A | $4.08 | $4.49 | $4.94 | $5.44 |
| Minimum Charge | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |
| **Institutional Variable Charges ($/ccf)** | | | | | |
| Schools, Submetered | $1.46 | $2.03 | $2.24 | $2.47 | $2.72 |
| Schools, Not Submetered | $0.95 | $0.88 | $0.97 | $1.07 | $1.18 |

DSRSD and the City of Livermore treatment pass-through charges are shown in the table below. DSRSD and the City of Livermore may update the treatment charges annually. These are direct pass-through charges, meaning customers will pay the actual amount charged by the treatment agency.

**Table 3. DSRSD and Livermore Treatment Pass-Through Charges**

| DSRSD and Livermore Treatment Pass-Through Charges ($/ ccf) | Billed DSRSD / Livermore Class | FY 2027 Treatment Rate |
|---|---|---|
| **Pleasanton / DSRSD** | | |
| Single-Family | Single-Family | $65.58 |
| Single-Family w/ 2nd Residence | Single-Family w/ 2nd Residence | $131.17 |

| | | |
|---|---|---|
| Condominium | Condominium | $51.16 |
| Multi-Family | Multi-Family | $51.16 |
| **Ruby Hill / Livermore** | | |
| Single-Family | Single-Family | $155.98 |
| **Non-Residential** | | |
| Auto Steam Cleaning | Between 900 and 1,050 mg/L | $9.06 |
| Bakery | Between 900 and 1,050 mg/L | $9.06 |
| Laundry | Less than or equal to 300 mg/L | $3.80 |
| Grocery with Disposal | Between 750 and 900 mg/L | $8.01 |
| Mortuary | Between 750 and 900 mg/L | $8.01 |
| Restaurant, Fast Food | Between 450 and 600 mg/L | $5.92 |
| Restaurant, Full Service | Between 600 and 750 mg/L | $6.98 |
| All Other | Less than or equal to 300 mg/L | $3.80 |
| Schools, Submetered | Less than or equal to 300 mg/L | $3.80 |
| Schools, Not Submetered | Less than or equal to 300 mg/L | $3.80 |

For the first year, from January 1, 2027, through December 31, 2027, estimated sewer bills are shown in the table below. For non-residential customers, the proposed combined bill is based on estimated average bimonthly use, as shown in the table. Actual bills will vary based on customer usage.

**Table 4. Estimated Sewer Bills 2027**

| **Residential Customers** | **Average Bi-Monthly Use (ccf)** | **Proposed Combined Bill** |
|---|---|---|
| **Pleasanton / DSRSD** | | |

| | | |
|---|---|---|
| Single-Family | NA | $122.61 |
| Single-Family w/ 2nd Residence | NA | $227.70 |
| Condominium | NA | $90.67 |
| Multi-Family | NA | $90.67 |
| **Ruby Hill / Livermore** | | |
| Single-Family | NA | $213.01 |
| **Non-Residential Customers** | **Average Bi-Monthly Use (ccf)** | **Proposed Combined Bill** |
| Auto Steam Cleaning | 24 | $315.36 |
| Bakery | 221 | $2,903.94 |
| Laundry | 20 | $157.60 |
| Grocery with Disposal | 171 | $2,067.39 |
| Mortuary | 15 | $181.35 |
| Restaurant, Fast Food | 97 | $970.00 |
| Restaurant, Full Service | 154 | $1,703.24 |
| All Other | 94 | $740.72 |
| Schools, Submetered | 172 | $1,002.76 |
| Schools, Not Submetered | 1,394 | $6,523.92 |

Connection Fees

Connection fees are one-time capital fees assessed on new development in the City to recover a proportional share of capital facility investments to be constructed, or previously constructed, for the sewer system to accommodate new growth. Sewer connection fees are calculated for each customer class by multiplying the connection fee per Equivalent Dwelling Unit (EDU) by the EDU ratio for that class. Staff recommends updating the apartment and mobile home EDU ratio to match the condominium EDU ratio, consistent with the proposed sewer rate structure changes. The proposed connection fees are as follows:

**Table 5. Sewer Connection Fees**

| Sewer Connection Fees | EDU Ratio | Factor | Proposed Fee |
|---|---|---|---|
| Single-Family Dwelling Unit | 1.0000 | per house/unit | $2,250.00 |
| Townhome, Townhouse, Duet, Duplex | 1.0000 | per unit | $2,250.00 |
| Auxiliary (Secondary) Dwelling Unit | 0.0040 | per square foot | $9.00 |
| Condominium | 0.7000 | per unit | $1,575.00 |
| Apartment, Mobile Home | 0.7000 | per unit | $1,575.00 |
| **Regular (low)** | | | |
| Auditoriums | 0.0091 | per seat | $20.48 |
| Auto body shops/Auto dealers | 0.0005 | per square foot | $1.13 |
| Banks, Financial Offices | 0.0003 | per square foot | $0.68 |
| Barber shops / Beauty shops | 0.0014 | per square foot | $3.15 |
| Bars, Cocktail lounges, taverns (w/o dining) | 0.0016 | per square foot | $3.60 |
| Bowling alleys | 0.0014 | per square foot | $3.15 |
| Car washes | 0.0077 | per square foot | $17.33 |
| Churches | 0.0227 | per seat | $51.08 |
| Delicatessen | 0.0032 | per square foot | $7.20 |
| Dental Clinic | 0.0041 | per square foot | $9.23 |
| Dry Cleaners | 0.0020 | per square foot | $4.50 |
| Gas Stations | 0.0021 | per square foot | $4.73 |
| General Retail/ Commercial | 0.0002 | per square foot | $0.45 |
| Gyms, Health Clubs | 0.0019 | per square foot | $4.28 |
| Hospital | 1.1364 | per bed | $2,556.90 |
| Hotels, Motels (no dining facilities) | 0.5909 | per room | $1,329.53 |
| Institutional (Resident) | 0.4545 | per bed | $1,022.63 |
| Laundries, coin-operated | 0.5909 | per machine | $1,329.53 |
| Laundries, full service (commercial) | 0.0045 | per square foot | $10.13 |
| Market - Dry Goods | 0.0009 | per square foot | $2.03 |
| Medical Clinic | 0.0017 | per square foot | $3.83 |
| Medical/ Dental Complex | 0.0010 | per square foot | $2.25 |

| | | | |
|---|---|---|---|
| Office Buildings | 0.0002 | per square foot | $0.45 |
| **Parks/ Rec** | | | |
| Country Club | 0.3182 | per person | $715.95 |
| Picnic Park | 0.0455 | per person | $102.38 |
| Pool | 0.0455 | per person | $102.38 |
| Tennis Courts, w/ toilet & shower | 0.4545 | per court | $1,022.63 |
| Plant Nursery | 0.0004 | per square foot | $0.90 |
| Printers | 0.0006 | per square foot | $1.35 |
| Public Agencies | 0.0002 | per square foot | $0.45 |
| Recreational vehicle R.V. Park | 0.5454 | per RV | $1,227.15 |
| **Schools (excluding cafeteria)** | | | |
| W/o showers | 0.0682 | per student | $153.45 |
| With showers | 0.0909 | per student | $204.53 |
| Theaters | 0.0091 | per seat | $20.48 |
| Veterinary Hospital | 0.0015 | per square foot | $3.38 |
| Warehouse/distribution | 0.0001 | per square foot | $0.23 |
| **Regular (medium)** | | | |
| Banquet Facilities - intermittent use | 0.0012 | per square foot | $2.70 |
| Business with cafeteria | 0.0027 | per square foot | $6.08 |
| Cafeteria | 0.0025 | per square foot | $5.63 |
| Hotels/Motels with dining facilities | 0.0027 | per square foot | $6.08 |
| Restaurant, Fast Food | 0.0027 | per square foot | $6.08 |
| Restaurant, Full Service | 0.0025 | per square foot | $5.63 |
| School with cafeteria | 0.0027 | per square foot | $6.08 |
| **Regular (high)** | | | |
| Bakeries/ Donut Shops/ Ice Cream Shops | 0.0028 | per square foot | $6.30 |
| Car washes w/ steam cleaning | 0.0018 | per square foot | $4.05 |
| Markets with garbage disposals | 0.0077 | per square foot | $17.33 |
| Mortuaries | 0.0009 | per square foot | $2.03 |

## EQUITY AND SUSTAINABILITY

Establishing reasonable and equitable sewer rates supports long-term fiscal sustainability of the Sewer Enterprise Fund, helps ensure the City can maintain, rehabilitate, and replace critical infrastructure, and aligns customer charges with the cost of providing service.

## OUTREACH

The City has proactively shared information on sewer-related activities and the sewer rate process. Staff will continue communication through community events, flyers, webpages, social media, e-newsletter articles, targeted stakeholder outreach, bill messaging, and Proposition 218 notification mailers.

The City held an online Sewer Rate Study Webinar on July 9 to provide information about the sewer rate study. The following upcoming sessions are also scheduled:
July 23, 10:30 a.m. to 11:30 a.m. – Senior Center Sewer Rate Study Information Session
July 25, 9:00 a.m. to 11:00 a.m. – Farmers Market Sewer Rate Study Information Session

Customers are encouraged to sign up for the City's special edition Pleasanton Pipeline e-Newsletter, which will be issued regularly to keep customers informed about Pleasanton's 2026 Sewer Rate Update. Customers may also find regular updates on the City's website at www.cityofpleasantonca.gov/sewer or by following the City on Facebook and Instagram.

## STRATEGIC PLAN ALIGNMENT

This item supports the citywide ONE Pleasanton Strategic Plan goal of *Funding our Future*, Strategy 3 - Evaluate and update enterprise revenue sources, including utility rates, connection fees, and user fees, to address growth and meet current needs.

## FISCAL IMPACT

The Maintain Scenario financial plan requires approximately $27.4 million in additional rate revenue and $28.0 million in debt financing over FY 2026 through FY 2030 to fund increased Operations & Maintenance (43041202), Repair and Replacement (43442201), planned capital improvements in Funds 431 and 432, and key financial performance metrics. Approval of the proposed sewer rate structure will establish the revenue and fee framework needed to implement the Maintain Scenario.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
| Siew-Chin Yeong, Director of Public Works | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

Attachments:
1. WRE 2026 Sewer Rate Study Final Report
2. Proposed Proposition 218 Notice

# City of Pleasanton

## 2026 Sewer Rate Study

Final Report – July 2026

**Prepared by: Water Resources Economics, LLC**

Water Resources Economics

PROMOTING THE VALUE AND PRICE OF WATER SERVICE

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July 2, 2026

Siew-Chin Yeong
Director of Public Works
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

**Subject: City of Pleasanton Sewer Rate Study**

Dear Ms. Yeong,

Water Resources Economics, LLC (WRE) is pleased to submit this 2026 Sewer Rate Study to the City of Pleasanton (City). The goal of the study was to develop a four-year rate schedule of sewer rates that will sufficiently fund the City's sewer system expenses, allow the City to meet its financial goals within the study period, and comply with cost-of-service principles.

This study utilized industry-standard rate-setting methodology in accordance with guidelines developed by the American Water Works Association (AWWA) and incorporates guidance provided by the City's Council. Our project team has a proven track record of developing fair and equitable rates for numerous public utility agencies in California over the past 25 years. We are confident in our ability to develop sewer rates that satisfy the requirements of Proposition 218.

The City's sewer connection fees, which are one-time fees charged to new customers connecting to the sewer system, were also updated in this study based on the most up-to-date asset valuations and capacity data. The proposed connection fees have been prepared using the buy-in methodology and in accordance with the requirements of Proposition 26.

It has been a pleasure assisting the City, and we appreciate the support provided by yourself, Mr. Todd Yamello, the City Council, and other City staff during this study.

Sincerely,

Sanjay Gaur
Founder / President

Nancy Phan
Principal Consultant

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# 1. EXECUTIVE SUMMARY

## 1.1 SYSTEM OVERVIEW

The City of Pleasanton (City) provides sewer collection services to over 21,000 Residential, Commercial, Industrial, and Institutional service connections. The City's service area is in the Amador Valley and is a suburb in the East Bay region of the San Francisco Bay Area, encompassing approximately 25 square miles.

The sewer collection system, which is owned and operated by the City, consists of 8 siphons, 11 lift stations, 6,500 manholes, 4.9 miles of force mains, and 260 miles of gravity pipelines to collect and transport wastewater to regional treatment facilities. The City's wastewater is transported to Dublin San Ramon Services District (DSRSD) Regional Wastewater Treatment Facility, except for wastewater from Ruby Hill area which is sent to the City of Livermore's Water Reclamation Plant. The City also has agreements with Alameda County that allow wastewater flows from the Castlewood Service Area to be transported though the City's collection system for DSRSD treatment.

Sewer charges and fees for each customer include both local sewer collection and regional wastewater treatment components. The City sets local collection charges and fees, while regional treatment charges and fees are set by DSRSD and the City of Livermore and are passed through directly to the City's customers. This study will only evaluate the City's local sewer collection charges and fees.

## 1.2 RATE STUDY OVERVIEW

Public retail utility agencies in California typically conduct a cost-of-service study every five years to ensure that customers are appropriately charged for sewer service and to reestablish the cost-of-service nexus that is required by Proposition 218. The City's existing sewer rate structure was developed in 2022, and the City has historically only adjusted rates annually based on CPI (Consumer Price Index) to keep pace with inflation and routine O&M (Operations & Maintenance) changes. In 2025, the City updated its Sewer System Management Plan (SSMP), with the latest revision in 2026, and adopted a Long-Term Sewer Capital Improvement Plan (CIP) to be reviewed every two years and updated every six years. These documents identify capital improvement, operation, and maintenance needs over the next 20 years and serve as the foundation for future rate-setting and financial planning.

The City engaged Water Resources Economics, LLC (WRE) in 2025 to conduct a comprehensive sewer rate study, with the following objectives:

- Evaluate financial plan scenarios to meet financial targets for Fiscal Year (FY) 2026[1] to FY 2030
- Conduct a cost-of-service analysis based on most recent data and customer use characteristics
- Develop a four-year sewer rate schedule for FY 2027 through FY 2030
- Calculate updated sewer connection fees based on most recent cost estimates

## 1.3 LEGAL REQUIREMENTS[2]

Legal considerations relating to retail sewer rates in California focus heavily on Proposition 218, which was enacted in 1996 and is now reflected in Article XIII C and Article XIII D of the California Constitution. Proposition 218 states that "property related fees and charges" (which include sewer rates) may not exceed the proportional cost of providing the service to the customer and may not be used for any purpose other than providing said service. The practical implication is that public retail utility agencies in California must demonstrate a sufficient nexus between the costs incurred by the agency to provide sewer service and the rates charged to customers. The primary means by which retail sewer agencies address this requirement is by conducting a "cost-of-service analysis." Proposition 218 also affects the rate adoption process by requiring agencies to hold a public hearing to adopt rates. The agency must mail public hearing notices to all customers no fewer than 45 days prior to the public hearing. The public hearing notices must clearly show all proposed rate changes, provide information on the public hearing date/time/location, and provide instructions on how customers may protest the proposed rate changes. If a majority of customers submit a protest, the proposed rate changes cannot be adopted.

Sewer connection fees are regulated under Proposition 26, which was approved by voters in 2010 and amended provisions of Article XIII A and Article XIII C of the California Constitution. Proposition 26 defines what types of charges are considered a "tax" (which is subject to a two-thirds voter approval) and are not considered as such. Based on the definitions provided by Proposition 26, "a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government conferring the benefit or granting the privilege" and "a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product" are not considered "taxes." As such, sewer connection fees are not taxes and do not require two-thirds voter approval. However, the calculation of connection fees must follow cost-of-service principles to prove that the fees

[1] FY 2026 is the year starting July 1, 2025, and ending June 30, 2026.
[2] Although this section is named "Legal Requirements" and discusses Proposition 218 and 26, WRE is not a law firm and does not provide legal advice.

charged do not exceed the reasonable costs of connecting new customers to the City's existing sewer system.

## 1.4 RATE-SETTING METHODOLOGY

This study was conducted using industry-standard methodology outlined by the American Water Works Association (AWWA) in its *Manual of Water Supply Practices M1: Principles of Water Rates, Fees and Charges, Seventh Edition* (M1 Manual). The rate study process includes the following steps:

The rate study process includes the following steps:

1. **Financial Plan**: Annual revenues and expenses are projected over the rate-setting period to determine the magnitude of rate increases needed to maintain financial sufficiency. Financial policies, such as reserve targets, are also evaluated and updated if necessary.
2. **Cost-of-Service Analysis**: Costs are allocated to customers in proportion to the use of and burden on the sewer system. The overall goal is to establish a robust nexus between the costs incurred by an agency and the rates charged to customers, as required by Proposition 218.
3. **Rate Design**: The existing rate structure is evaluated, and potential changes are identified. A multi-year proposed rate schedule is then calculated directly from the results of the financial plan and cost-of-service analysis.
4. **Rate Study Documentation**: A rate study report is developed to document the proposed rate development process. This provides transparency and enhances legal defensibility in light of Proposition 218 requirements. This document serves as the report for this rate study.

## 1.5 ADDITIONAL INFORMATION AND DISCLAIMERS

This report summarizes the data, analyses, processes, and results of the City's sewer rate study. Some important information to keep in mind when reading the report includes the following:

- All study projections are based on the best available data as of May 2026.
- All table values are rounded to the nearest digit shown, unless stated otherwise. However, all calculations are based on precise values. Attempting to manually recreate the calculations described in this report from the values displayed in tables may therefore produce slightly different results.
- All current and proposed rates in this report are shown on a bi-monthly basis.

## 1.6 CURRENT SEWER RATES

**Table 1-1** shows the City's current sewer collection rates based on the rate structure devised in the most recent sewer rate study from 2022, with rates for following years annually adjusted based on CPI.

The City's current sewer rates include bi-monthly fixed charges for Residential customers based on dwelling units (DUs) and consumption charges based on water use in hundred cubic feet (ccf) for Commercial, Industrial, and Institutional customers. Commercial, Industrial, and Institutional customers also have a minimum fixed charge equal to the Multi-Family charge. Note that some Residential customers are charged on the property tax roll and therefore receive one annual bill for sewer service (equal to six billing periods multiplied by the respective residential bi-monthly fixed charge) rather than bi-monthly bills under the utility's billing system.

The City also has a discount program funded by the City's General Fund for customers in the Ruby Hill Service Area that receive a 10% discount off all bi-monthly bills. Additionally, customers in the Castlewood Service Area are charged 7.785% of total Pleasanton charges in accordance with agreements with Alameda County to reflect use of the City's collection system.

**Table 1-1: Current Pleasanton Collection Sewer Rates**

| Line | Current Pleasanton Collection Sewer Rates | Effective 7/1/2024 | Effective 1/1/2026 | Effective 7/1/2026 |
|---|---|---|---|---|
| 1 | **Bi-Monthly Fixed Charges ($/ DU)** | | | |
| 2 | **Residential** | | | |
| 3 | Single Family | $29.96 | $30.77 | $31.70 |
| 4 | Single Family w/ 2nd Residence | $45.64 | $46.87 | $48.28 |
| 5 | Condo | $20.57 | $21.13 | $21.77 |
| 6 | Multi-Family | $15.67 | $16.09 | $16.58 |
| 7 | | | | |
| 8 | **Consumption Charges ($/ ccf)** | | | |
| 9 | **Commercial/ Industrial** | | | |
| 10 | Auto Steam Cleaning | $1.68 | $1.73 | $1.79 |
| 11 | Bakery | $1.67 | $1.72 | $1.78 |
| 12 | Laundry | $1.68 | $1.73 | $1.79 |
| 13 | Grocery with Disposal | $1.62 | $1.66 | $1.71 |
| 14 | Mortuary | $1.97 | $2.02 | $2.09 |
| 15 | Restaurant, Fast Food | $1.58 | $1.62 | $1.67 |
| 16 | Restaurant, Full Service | $1.58 | $1.62 | $1.67 |
| 17 | All Other | $1.42 | $1.46 | $1.51 |
| 18 | **Institutional** | | | |
| 19 | Schools, Submetered | $1.37 | $1.41 | $1.46 |
| 20 | Schools, Not Submetered | $0.90 | $0.92 | $0.95 |
| 21 | **Minimum Consumption Charge** | **$15.67** | **$16.09** | **$16.58** |

## 1.7 FINANCIAL PLAN

WRE worked closely with City staff and City Council to determine the financial plan scenario that best suits the City's needs. The results and recommendations of the sewer rate study are driven

by the City's financial performance, input from City staff, and feedback and direction from City Council.

## FACTORS AFFECTING FINANCIAL PERFORMANCE

The sewer system's financial performance is driven by the ability of the current sewer rates to meet the City's funding needs. To maintain financial sufficiency, sewer rates must fully fund O&M costs, CIP expenditures based on the City's SSMP, and any relevant financial policies, which typically include reserve policy targets and debt coverage requirements.

The key factors affecting financial performance include:

- **Substantial capital investment needs over the next four years:** The cost of planned CIP expenditures from FY 2026 through FY 2030 totals approximately $39.3 million (M). Of the total cost of planned CIP expenditure, $28.0M will be funded with new debt. This CIP funding plan was designed to address high priority infrastructure needs while phasing other improvements over time to responsibly manage costs and long-term system risks. The major projects include pipe bridge and siphon improvements as well as lift station, generator, and pipeline replacements intended to meet current sanitary sewer system regulatory requirements outlined by the State Water Resources Control Board (SWRCB) and City Council-approved SSMP on sewer inspection, maintenance, cleaning, repair, and replacement.
- **New O&M expenses and cost increases:** Implementation of the City's planned CIP requires new O&M expenses, programs, and additional staffing costs in accordance with the City's SSMP, totaling approximately $15.3M over the four-year rate setting period. Additionally, the City's existing O&M fund base expenses are projected to increase by 3.6% on average over the four-year rate setting period due to inflationary pressures. Based on current rates and projected expenses, the City is not expected to cover its existing O&M expenses in FY 2026.
- **Debt coverage requirements:** The City plans to issue approximately $28.6M in new debt to fund CIP. Annual debt service payments relating to new debt for CIP fluctuate between $444.8 thousand (K) in FY 2028 and $2.1M in FY 2030. The City must maintain a debt coverage ratio of 125% to meet proposed debt coverage requirements[3]. This means that the City's net operating revenues (excluding CIP funding sources and expenditure) must be at least 125% greater than proposed annual debt service in each year.
- **Reserve policy targets:** The City's current operating reserve policy, which is shown in **Table 1-2**, allows the City to maintain cash on hand to meet short-term cash flow requirements. Sewer utility operations are organized amongst several funds; however, this study focuses on the unrestricted Sewer O&M Fund (Fund 430), Sewer Replacement Fund (Fund 434), and Sewer CIP Fund (Fund 431). The operating reserve policy only applies to

[3] Debt coverage is calculated for the entire sewer utility (O&M, Replacement and CIP funds combined).

Sewer O&M and Replacement Funds (Funds 430 and 434)[4]. Prior to any revenue adjustments, the District projected O&M and Replacement Fund balances are below the operating reserve target in FY 2026.

**Table 1-2: Adopted Reserve Policy and FY 2026 O&M and Replacement Fund Balance**

| Line | Adopted Reserve Policy | Description | FY 2026 |
|---|---|---|---|
| 1 | Operating Reserve Target | 35% of annual O&M expenses | $7,367,794 |
| 2 | **Ending O&M and Replacement Fund Balance (Before Rate Adjustments)** | | **$6,961,548** |

## 1.8 STATUS QUO FINANCIAL PLAN

The first step in evaluating the City's financial performance is to develop a "status quo financial plan," which is the scenario in which the City does not increase its sewer rate revenues. This exercise is to determine whether the City's current sewer rates are sufficient to meet key financial performance metrics. This section shows Sewer O&M and Replacement fund balances.

**Table 1-3** shows the revenue adjustments, debt issuance, and debt proceeds for CIP related to the status quo scenario. This scenario assumes no revenue adjustments above the City's existing sewer rates and no new proposed debt.

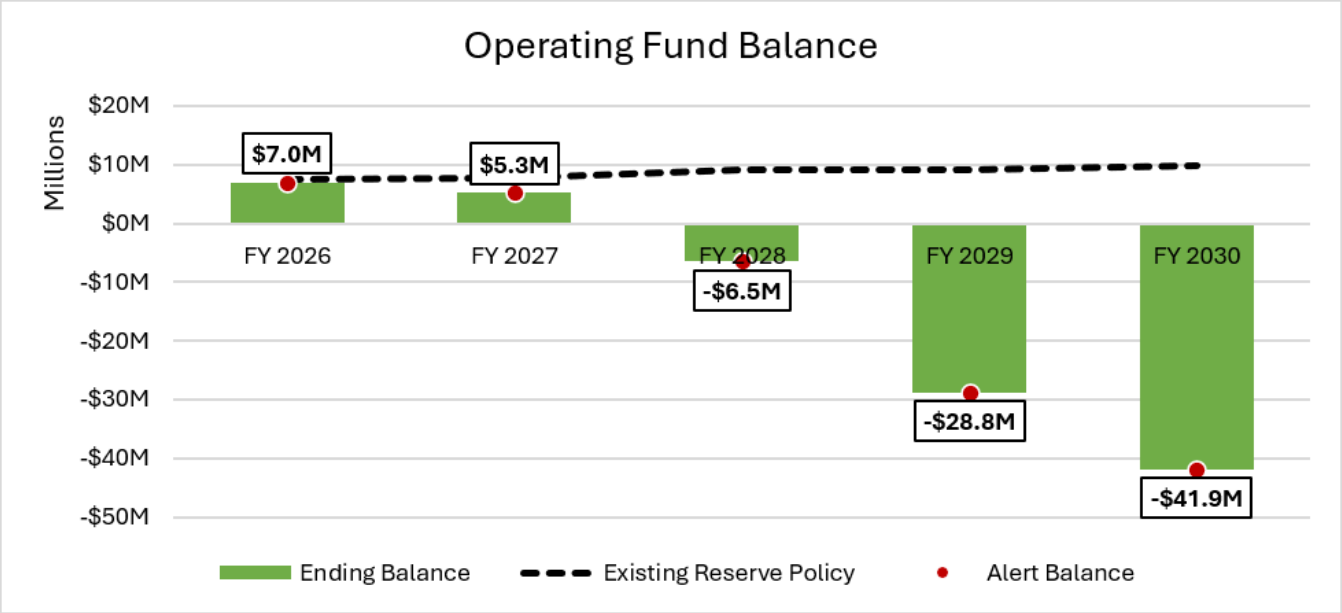
**Table 1-3: Financial Plan Scenario (Status Quo)**

| Line | Fiscal Year | Effective Date | Revenue Adjustments | Debt Issuance | Debt Proceeds for CIP |
|---|---|---|---|---|---|
| 1 | FY 2027 | 1/1/2027 | 0.0% | $0 | $0 |
| 2 | FY 2028 | 7/1/2027 | 0.0% | $0 | $0 |
| 3 | FY 2029 | 7/1/2028 | 0.0% | $0 | $0 |
| 4 | FY 2030 | 7/1/2029 | 0.0% | $0 | $0 |

**Figure 1-1** shows the projected fund balances under the status quo scenario. The green bars represent the ending fund balances for the O&M and Replacement reserves (Funds 430 and 434), and the dashed line represents the operating reserve policy target. In this scenario, the City will not meet its operating reserve target starting in FY 2026, indicated by the alert balance (red circles). Projected fund balances will be negative starting in FY 2028.

[4] The Sewer O&M Fund (Fund 430) supports the utility's ongoing O&M costs while the Sewer Replacement Fund (Fund 434) supports routine repair and replacement of existing sewer system infrastructure, excluding CIP.

**Figure 1-1: Projected O&M and Replacement Fund Balances (Status Quo)**




## 1.9 PROPOSED FINANCIAL PLAN

Overall annual increases in sewer rate revenues resulting from rate increases are referred to as "revenue adjustments." WRE worked with City Council and City staff to determine the most appropriate financial plan scenario, which is shown in **Table 1-4**.

The proposed financial plan scenario includes four years of revenue adjustments, which are required to maintain financial sufficiency and resiliency, and three debt issuances in FY 2028 through FY 2030 to fund $28.0M worth of CIP. Significant projects include pipe bridge and siphon improvements as well as lift station, generator, and pipeline replacements intended to meet current sanitary sewer system regulatory requirements outlined by the SWRCB and City Council-approved SSMP on sewer inspection, maintenance, cleaning, repair, and replacement.

**Table 1-4: Financial Plan Scenario (Proposed)**

| Line | Fiscal Year | Effective Date | Revenue Adjustments | Debt Issuance | Debt Proceeds for CIP |
|---|---|---|---|---|---|
| 1 | FY 2027 | 1/1/2027 | 100.0% | $0 | $0 |
| 2 | FY 2028 | 7/1/2027 | 10.0% | $6,122,449 | $6,000,000 |
| 3 | FY 2029 | 7/1/2028 | 10.0% | $16,326,531 | $16,000,000 |
| 4 | FY 2030 | 7/1/2029 | 10.0% | $6,122,449 | $6,000,000 |

## PROPOSED FINANCIAL PLAN

The proposed financial plan applies the revenue adjustments and debt issuances, shown in **Table 1-4**, to reevaluate financial performance based on the Sewer O&M and Replacement fund balances and debt coverage for the newly proposed debt.
**Figure 1-2** shows the projected O&M and Replacement fund balances under the proposed scenario. In this scenario, the City will meet its operating reserve target by the end of the planning period in FY 2030.

**Figure 1-2: Projected O&M and Replacement Fund Balances (Proposed)**

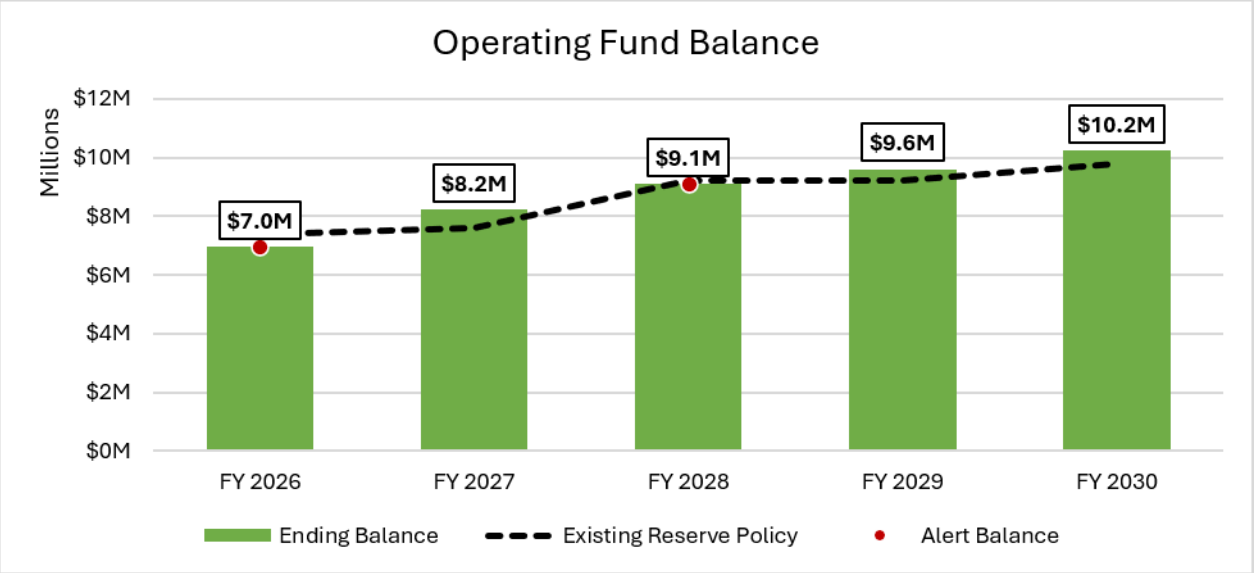
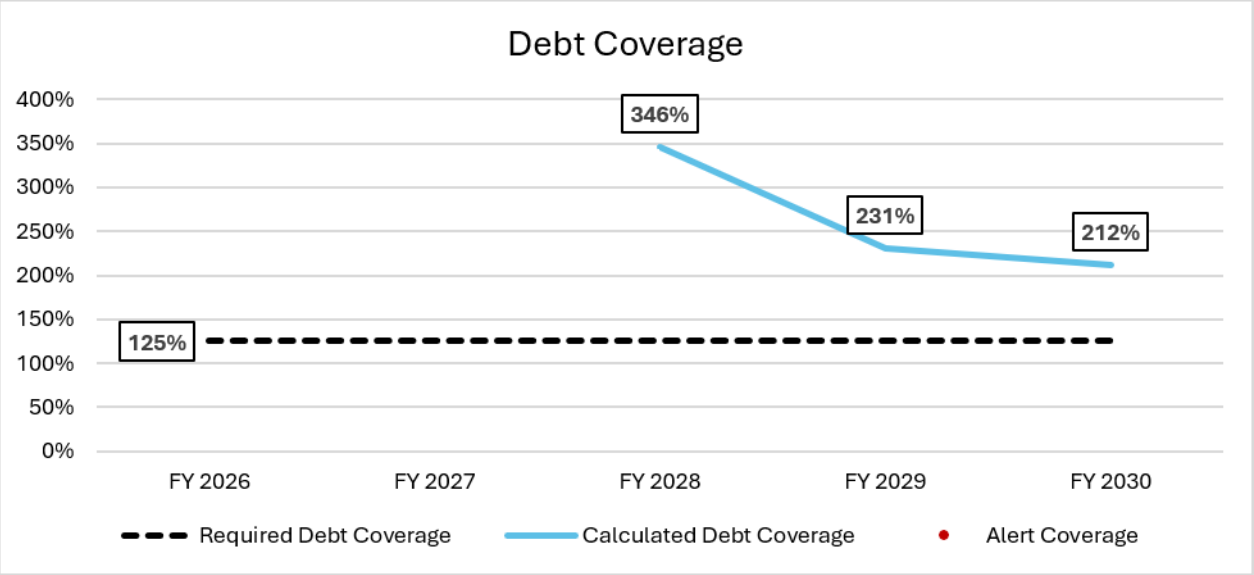



**Figure 1-3** shows the projected debt coverage under the proposed scenario. In this scenario, the City will meet its debt coverage requirements in all years for newly proposed debt starting in FY 2028.

**Figure 1-3: Projected Debt Coverage (Proposed)**




## 1.10 COST-OF-SERVICE ANALYSIS AND SEWER RATES

A cost-of-service analysis is a technical process used to determine the cost of providing sewer service to the City's customers based on each customer's use of and burden on the sewer system. The cost-of-service analysis is the basis of the nexus between the costs incurred by the utility to provide sewer service and the sewer rates charged to customers, which is a requirement of Proposition 218.

### COST-OF-SERVICE AND RATES METHODOLOGY

The overall goal of the cost-of-service analysis is to develop "unit costs," which provide the basis from which proposed rates are directly calculated. Note that although the study period spans multiple years, the cost-of-service analysis is limited to a single representative year referred to as the "test year." The test year in this study is FY 2027.

The proposed sewer rate schedule was developed based on the results of the proposed financial plan and cost-of-service analysis. The key steps in conducting a cost-of-service analysis and developing the proposed rate schedule are outlined below:

- **Revenue requirement determination**: The revenue requirement for the test year is determined based on the results of the proposed financial plan and allocated to each customer class based on wastewater flow estimates.
- **Unit cost development**: Allocated revenue requirements are divided by the appropriate units of service for each customer class to establish unit costs for the test year (FY 2027). Unit costs represent proposed rates for the first year of rates (FY 2027). Although total rate

revenues in the first year of adjustments (FY 2027) are designed to increase by the proposed revenue adjustment percentage (100% in FY 2027), the proposed percentage increase to each rate/charge varies due to the updated cost-of-service allocations.

- **Rate schedule development**: Proposed rates for the full study period are calculated by increasing the FY 2027 rates by the proposed annual revenue adjustment percentages from the proposed financial plan.

## 1.11 PROPOSED SEWER RATES

WRE worked with the City Council and City staff to determine the most appropriate sewer rate structure that meets the City's needs.

### PROPOSED RATE STRUCTURE CHANGES

Currently, the City charges different bi-monthly fixed residential charges to Condo and Multi-Family customers. WRE recommends aligning the Condo and Multi-Family bi-monthly fixed charges to simplify the City's rate structure and better align with peer agency practices, including DSRSD. Because Condo and Multi-Family customers have similar household densities and estimated wastewater generation characteristics, combining these customer classes into a single rate is appropriate.

The City also currently charges different Commercial and Industrial variable charges based on commercial class. WRE recommends consolidating these charges into one variable charge applicable to all Commercial and Industrial customers in line with cost-of-service principles and DSRSD's customer classifications. Collection and transport costs associated with delivering wastewater to regional treatment facilities are primarily driven by wastewater flow and do not vary based on commercial class.

The proposed four-year sewer rate schedule in this section is based on the updated cost-of-service analysis and the proposed revenue adjustments in the four-year period. The rate schedule shows the proposed sewer rates to be implemented starting in January 2027 and every July thereafter.

**Table 1-5** shows the current[5] and proposed bi-monthly fixed residential charges, commercial and industrial variable charges, and institutional variable charges.

[5] Current rates are based on an assumed 3.0% CPI increase from rates effective in January 2026.

**Table 1-5: Current and Proposed Pleasanton Collection Sewer Rates**

| Line | Pleasanton Collection Sewer Rates | Current 7/1/2026 | Effective 1/1/2027 | Effective 7/1/2027 | Effective 7/1/2028 | Effective 7/1/2029 |
|---|---|---|---|---|---|---|
| 1 | **Bi-Monthly Fixed Residential Charges ($/ DU)** | | | | | |
| 2 | Single Family | $31.70 | $57.03 | $62.74 | $69.02 | $75.93 |
| 3 | Single Family w/ 2nd Residence | $48.28 | $96.53 | $106.19 | $116.81 | $128.50 |
| 4 | Condo | $21.77 | $39.51 | $43.47 | $47.82 | $52.61 |
| 5 | Multi-Family | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |
| 6 | | | | | | |
| 7 | **Commercial/Industrial Variable Charges ($/ccf)** | | | | | |
| 8 | All Commercial/Industrial Customers | N/A | $4.08 | $4.49 | $4.94 | $5.44 |
| 9 | Minimum Charge | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |
| 10 | | | | | | |
| 11 | **Institutional Variable Charges ($/ccf)** | | | | | |
| 12 | Schools, Submetered | $1.46 | $2.03 | $2.24 | $2.47 | $2.72 |
| 13 | Schools, Not Submetered | $0.95 | $0.88 | $0.97 | $1.07 | $1.18 |

## CUSTOMER IMPACTS

WRE evaluated the impacts to all of the City's customer classes (Residential and Non-Residential) based on the proposed sewer rates effective in January 2027 compared to CPI-adjusted rates effective in July 2026. Total customer impacts include the effect of both Pleasanton collection charges (**Table 1-5**) and DSRSD and City of Livermore treatment pass-through charges.

**Table 1-6** shows the FY 2027 (Effective 7/1/2026) DSRSD and City of Livermore treatment pass-through charges utilized to show the full customer impact to each customer class. All customer classes receive treatment services from DSRSD except for Ruby Hill customers which receive treatment services from the City of Livermore. To determine the DSRSD treatment rate for each Pleasanton Non-Residential customer class, the most closely associated DSRSD strength class is allocated to each commercial class based on review of account-level FY 2025 Pleasanton and DSRSD billing data.

**Table 1-6: DSRSD and Livermore Treatment Pass-Through Charges**

| Line | DSRSD and Livermore Treatment Pass-Through Charges ($/ ccf) | Billed DSRSD / Livermore Class | FY 2027 Treatment Rate |
|---|---|---|---|
| 1 | **Pleasanton / DSRSD** | | |
| 2 | Single Family | Single Family | $65.58 |
| 3 | Single Family w/ 2nd Residence | Single Family w/ 2nd Residence | $131.17 |
| 4 | Condo | Condo | $51.16 |
| 5 | Multi-Family | Multi-Family | $51.16 |
| 6 | **Ruby Hill / Livermore** | | |
| 7 | Single Family | Single Family | $155.98 |
| 8 | **Non-Residential** | | |
| 9 | Auto Steam Cleaning | Between 900 and 1,050 mg/L | $9.06 |
| 10 | Bakery | Between 900 and 1,050 mg/L | $9.06 |
| 11 | Laundry | Less than or equal to 300 mg/L | $3.80 |
| 12 | Grocery with Disposal | Between 750 and 900 mg/L | $8.01 |
| 13 | Mortuary | Between 750 and 900 mg/L | $8.01 |
| 14 | Restaurant, Fast Food | Between 450 and 600 mg/L | $5.92 |
| 15 | Restaurant, Full Service | Between 600 and 750 mg/L | $6.98 |
| 16 | All Other | Less than or equal to 300 mg/L | $3.80 |
| 17 | Schools, Submetered | Less than or equal to 300 mg/L | $3.80 |
| 18 | Schools, Not Submetered | Less than or equal to 300 mg/L | $3.80 |

**Table 1-7** shows the proposed bi-monthly bill impacts for each Residential customer class. Current and proposed collection bills include City of Pleasanton collection charges only (**Table 1-5**, Lines 2-5). Current and proposed combined bills include FY 2027 treatment costs in addition to Pleasanton collection bills. Based on current and proposed charges, the bi-monthly impact to Single Family customers will be $25.33.

Note that the City of Livermore currently offers a 10% discount on treatment charges and is currently evaluating a reduction of the Ruby Hill discount. Upon completion of the City of Livermore's evaluation, City staff will coordinate with City Council on a recommendation for the Ruby Hill discount program. For customer impacts, current combined bills include the discount on treatment charges, and no discount is applied to collection charges nor proposed treatment charges. Based on the current proposed charges, the bi-monthly bill impact to Ruby Hill customers will be $25.33.

### Table 1-7: Residential Customer Bi-Monthly Bill Impacts

| Line | Residential Customers | Current Collection Bill | Proposed Collection Bill | Difference ($) | Current Combined Bill | Proposed Combined Bill | Difference ($) |
|---|---|---|---|---|---|---|---|
| 1 | **Pleasanton / DSRSD** | | | | | | |
| 2 | Single Family | $31.70 | $57.03 | **$25.33** | $97.28 | $122.61 | **$25.33** |
| 3 | Single Family w/ 2nd Residence | $48.28 | $96.53 | **$48.25** | $179.45 | $227.70 | **$48.25** |
| 4 | Condo | $21.77 | $39.51 | **$17.74** | $72.93 | $90.67 | **$17.74** |
| 5 | Multi-Family | $16.58 | $39.51 | **$22.93** | $67.74 | $90.67 | **$22.93** |
| 6 | **Ruby Hill / Livermore** | | | | | | |
| 7 | Single Family | $31.70 | $57.03 | **$25.33** | $187.68 | $213.01 | **$25.33** |

**Table 1-8** shows the proposed bi-monthly bill impacts for each Non-Residential customer class (including current Commercial, Industrial, and Institutional customer classes) based on average bi-monthly usage in ccf for each class. Current and proposed collection bills include City of Pleasanton collection charges only (**Table 1-1**, Lines 10-21 and **Table 1-5**, Line 8). Current and proposed combined bills include FY 2027 treatment costs in addition to Pleasanton collection bills.

The most common Commercial and Industrial customer classifications are All Other and Full Service Restaurant. Based on current and proposed changes, the bi-monthly impact to a typical office or retail customer in the All Other classification using 94 ccf of water will be an increase of $241.58. Similarly, the bi-monthly impact to a Full Service Restaurant using 154 ccf of water will be an increase of $371.14.

For Institutional customers, the most common customer classification is Submetered Schools. The bi-monthly impact to a Submetered School using 172 ccf of water will be an increase of $98.04.

### Table 1-8: Non-Residential Customer Impacts

| Line | Non-Residential Customers | Average Bi-Monthly Use (ccf) | Current Collection Bill | Proposed Collection Bill | Difference ($) | Current Combined Bill | Proposed Combined Bill | Difference ($) |
|---|---|---|---|---|---|---|---|---|
| 1 | Auto Steam Cleaning | 24 | $42.96 | $97.92 | **$54.96** | $260.40 | $315.36 | **$54.96** |
| 2 | Bakery | 221 | $393.38 | $901.68 | **$508.30** | $2,395.64 | $2,903.94 | **$508.30** |
| 3 | Laundry | 20 | $35.80 | $81.60 | **$45.80** | $111.80 | $157.60 | **$45.80** |
| 4 | Grocery with Disposal | 171 | $292.41 | $697.68 | **$405.27** | $1,662.12 | $2,067.39 | **$405.27** |
| 5 | Mortuary | 15 | $31.35 | $61.20 | **$29.85** | $151.50 | $181.35 | **$29.85** |
| 6 | Restaurant, Fast Food | 97 | $161.99 | $395.76 | **$233.77** | $736.23 | $970.00 | **$233.77** |
| 7 | Restaurant, Full Service | 154 | $257.18 | $628.32 | **$371.14** | $1,332.10 | $1,703.24 | **$371.14** |
| 8 | All Other | 94 | $141.94 | $383.52 | **$241.58** | $499.14 | $740.72 | **$241.58** |
| 9 | Schools, Submetered | 172 | $251.12 | $349.16 | **$98.04** | $904.72 | $1,002.76 | **$98.04** |
| 10 | Schools, Not Submetered | 1,394 | $1,324.30 | $1,226.72 | **($97.58)** | $6,621.50 | $6,523.92 | **($97.58)** |

## RATE SURVEY

WRE compared the current and proposed combined bi-monthly sewer bills for Single Family, Full Service Restaurant, and Submetered School customers at average monthly usage relative to the current bills of nearby agencies serving the Tri-Valley Cities (Dublin, Livermore, and Pleasanton).

**Figure** 1-4 shows the current and proposed bi-monthly bills for Single Family customers relative to other nearby agencies. Currently Pleasanton bills are comparable to DSRSD and substantially below Livermore bills. After the proposed changes, Pleasanton bills are near the midpoint of the range, remaining higher than DSRSD bills and lower than Livermore bills.

**Figure 1-4: Single Family Bi-Monthly Sewer Rate Survey**

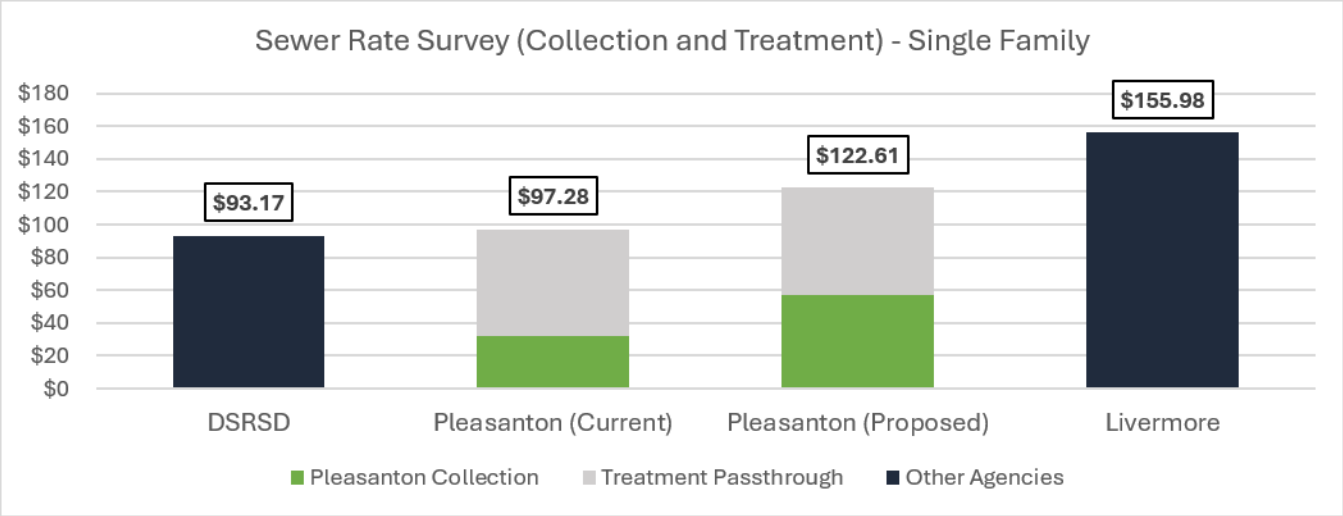



**Figure 1-5** shows the current and proposed bi-monthly bills for Full Service Restaurant customers at average usage (154 ccf) relative to other nearby agencies. Currently Pleasanton bills are the lowest amongst all agencies surveyed. After the proposed changes, Pleasanton bills are near the midpoint of the range, falling higher than DSRSD bills and lower than Livermore bills.

**Figure 1-5: Full Service Restaurant Sewer Rate Survey**

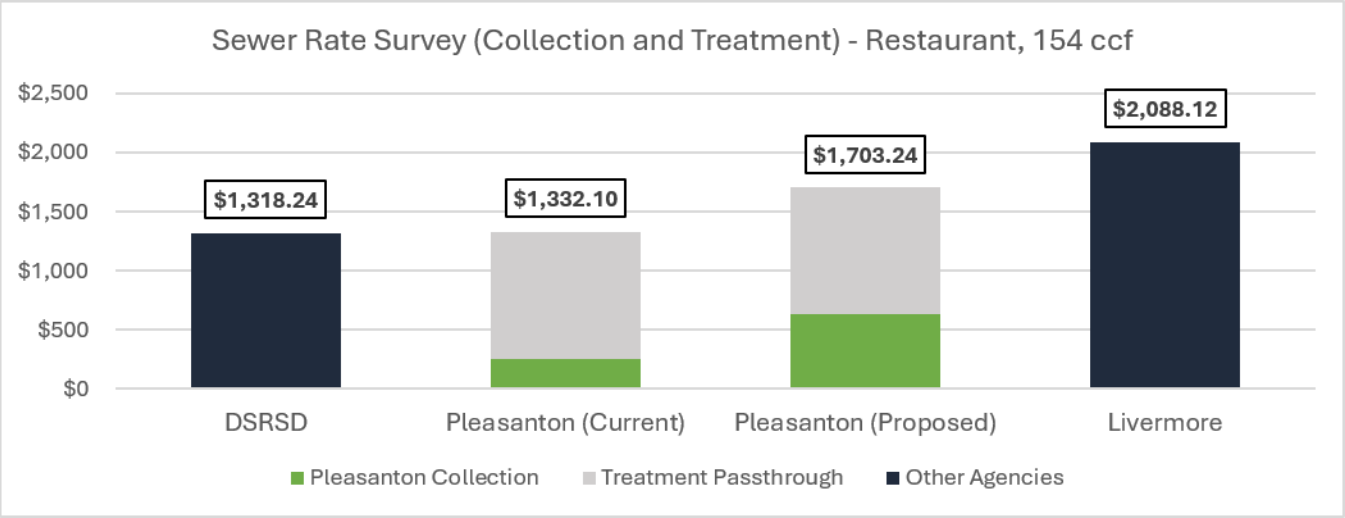



**Figure 1-6** shows the current and proposed bi-monthly bills for Submetered School customers at average usage (172 ccf) relative to other nearby agencies. Currently Pleasanton bills are the lowest amongst all agencies surveyed. After the proposed changes, Pleasanton bills are comparable to Livermore bills, falling higher than DSRSD bills and slightly lower than Livermore bills.

**Figure 1-6: Schools Submetered Sewer Rate Survey**

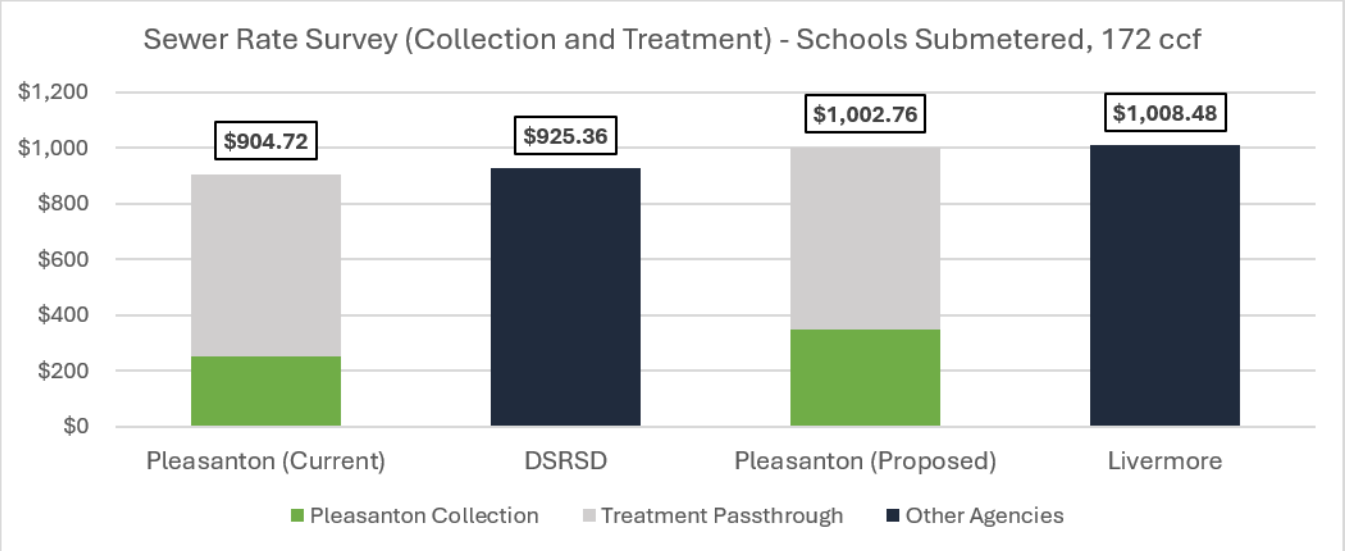
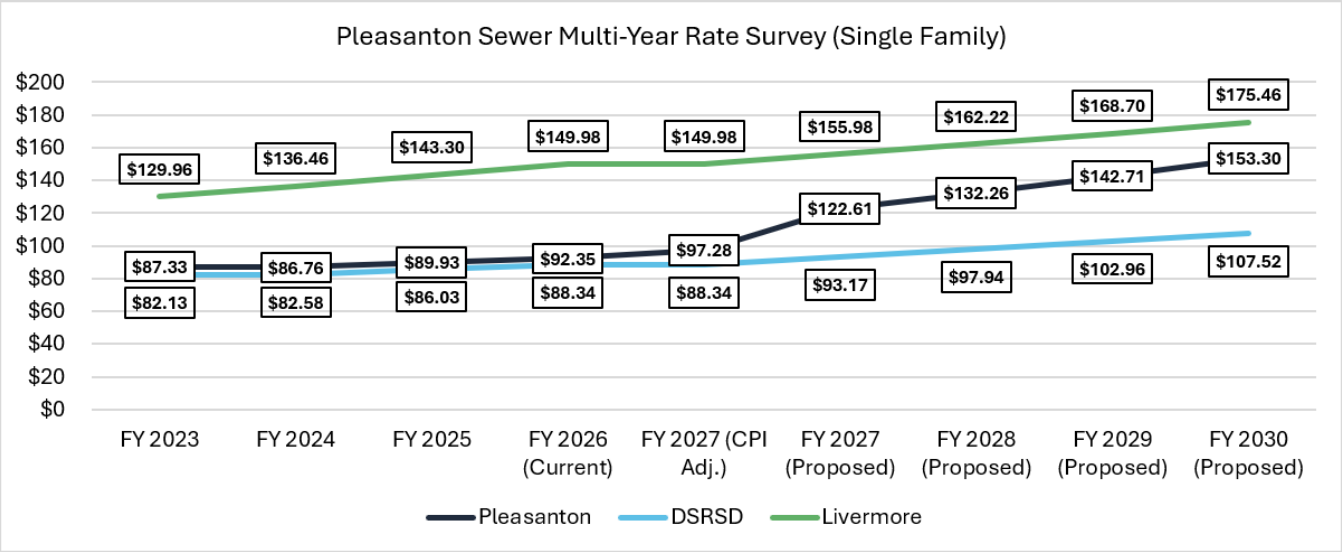



**Figure 1-7** shows historical and proposed bi-monthly bills for Single Family customers. Historically (from FY 2023 to FY 2027 CPI adjustment), Pleasanton bills have been comparable to DSRSD. After the proposed changes (FY 2027 to FY 2030), Pleasanton bills are near the midpoint

of the range, ending substantially higher than DSRSD bills and closer to Livermore bills by FY 2030.

**Figure 1-7: Single Family Sewer Multi-Year Rate Survey**




## 1.12 CONNECTION FEE METHODOLOGY

New customer connections to the City's sewer system are subject to a sewer connection fee, which is necessary to ensure that existing users are not unfairly burdened by costs incurred to provide capacity for new users. The overall purpose of a connection fee is to equitably recover capital costs incurred by the agency to provide system capacity to new users. Sewer connection fees in California are typically developed based on one of three common methodologies outlined by the American Water Works Association (AWWA) in its *Manual of Water Supply Practices M1: Principles of Water Rates, Fees and Charges, Seventh Edition*. The three methodologies include:

1. **Buy-In Method**: The Buy-In Method establishes connection based on the value of the system's existing capital assets and is typically most appropriate when a system's current capacity is sufficient to serve both short-term and long-term projected demands. The rationale underlying the Buy-In Method is that new customers should pay to "buy-in" to existing system capacity funded by past and current users.
2. **Incremental Cost Method**: The Incremental Cost Method establishes connection fees based on the cost of planned capital expenditures required to expand system capacity and is typically most appropriate when a system's current capacity is already fully utilized by existing users. The rationale underlying the Incremental Cost Method is that new users should fund planned capital projects that are necessary to accommodate growth.
3. **Hybrid Method**: The Hybrid Method[6] establishes capacity charges based on a combination of the Buy-In Method and the Incremental Cost Method. The Hybrid Method is typically

[6] The Hybrid Method is referred to by the AWWA as the "Combined Cost Approach."

most appropriate when some existing capacity is available to new users, but capacity expansion is still necessary to accommodate long-term demands.

WRE recommends the Buy-In Method for the City's sewer connection fees because the existing system has remaining capacity to serve new customers. **Table 1-9** shows the sewer connection fee calculation based on the Buy-In Method. The proposed sewer connection fee per equivalent dwelling unit (EDU) (Line 3) is calculated based on dividing the value of the existing system (Line 1) by existing EDUs (Line 2) and represents an increase of approximately 304.5% to the current sewer connection fees (Line 6).

**Table 1-9: Sewer Connection Fee Calculation**

| Line | Connection Fee Calculation | Value |
|---|---|---|
| 1 | Existing System Value (Buy-In) | $75,289,895 |
| 2 | Existing EDUs | 33,467 |
| 3 | **Proposed Connection Fee per EDU** | **$2,250** |
| 4 | **Current Connection Fee per EDU** | **$556.24** |
| 5 | *Difference ($)* | *$1,693.76* |
| 6 | *Difference (%)* | *304.5%* |

## 1.13 PROPOSED SEWER CONNECTION FEES

**Table 1-10** shows the current and proposed sewer connection fees based on the results of the sewer connection fee study. Sewer connection fees are calculated for each customer by class by multiplying the connection fee per EDU (**Table 1-9**, Line 3) by the EDU ratio for each class. WRE recommends updating the Apartment and Mobile Home EDU ratio to match the Condominium EDU ratio in line with the proposed sewer rate structure changes.

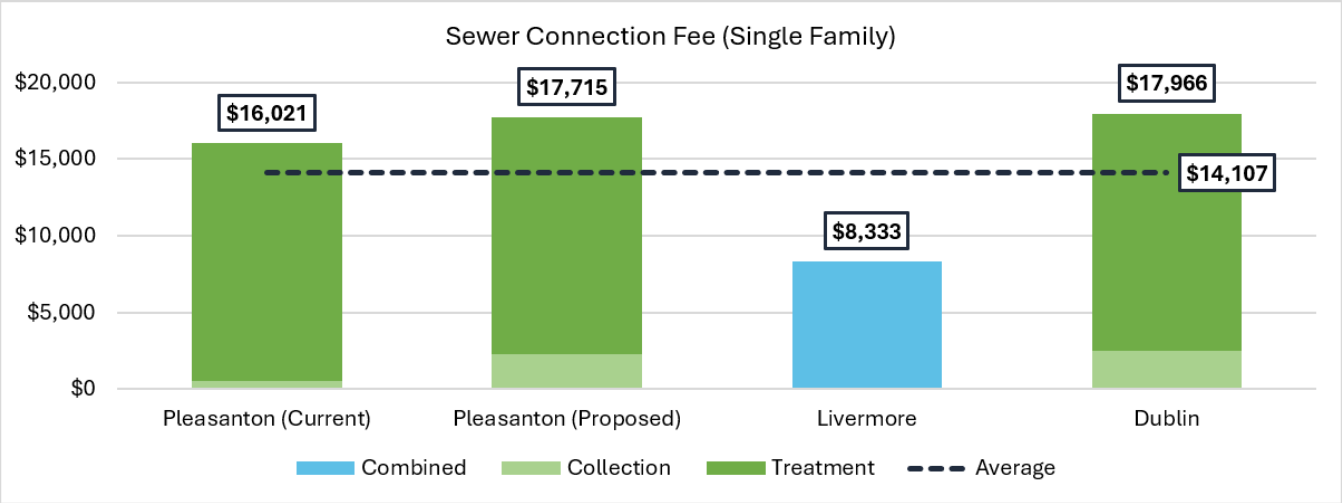
**Table 1-10: Proposed Sewer Connection Fees**

| Line | Sewer Connection Fees | EDU Ratio | Factor | Current Fee | Proposed Fee | Difference ($) | Difference (%) |
|---|---|---|---|---|---|---|---|
| 1 | Single-Family Dwelling Unit | 1.0000 | per house/unit | $556.24 | $2,250.00 | $1,693.76 | 304.5% |
| 2 | Townhome, Townhouse, Duet, Duplex | 1.0000 | per unit | $556.24 | $2,250.00 | $1,693.76 | 304.5% |
| 3 | Auxiliary (Secondary) Dwelling Unit | 0.0040 | per square foot | $2.22 | $9.00 | $6.78 | 305.4% |
| 4 | Condominium | 0.7000 | per unit | $417.18 | $1,575.00 | $1,157.82 | 277.5% |
| 5 | Apartment, Mobile Home | 0.7000 | per unit | $367.12 | $1,575.00 | $1,207.88 | 329.0% |
| 6 | **Regular (low)** | | | | | | |
| 7 | Auditoriums | 0.0091 | per seat | $5.06 | $20.48 | $15.42 | 304.6% |
| 8 | Auto body shops/Auto dealers | 0.0005 | per square foot | $0.28 | $1.13 | $0.85 | 301.8% |
| 9 | Banks, Financial Offices | 0.0003 | per square foot | $0.16 | $0.68 | $0.52 | 321.9% |
| 10 | Barber shops / Beauty shops | 0.0014 | per square foot | $0.76 | $3.15 | $2.39 | 314.5% |
| 11 | Bars, Cocktail lounges, taverns (w/o dining) | 0.0016 | per square foot | $0.89 | $3.60 | $2.71 | 304.5% |
| 12 | Bowling alleys | 0.0014 | per square foot | $0.78 | $3.15 | $2.37 | 303.8% |
| 13 | Car washes | 0.0077 | per square foot | $4.29 | $17.33 | $13.04 | 303.8% |

| Line | Sewer Connection Fees | EDU Ratio | Factor | Current Fee | Proposed Fee | Difference ($) | Difference (%) |
|---|---|---|---|---|---|---|---|
| 14 | Churches | 0.0227 | per seat | $12.64 | $51.08 | $38.44 | 304.1% |
| 15 | Delicatessen | 0.0032 | per square foot | $1.79 | $7.20 | $5.41 | 302.2% |
| 16 | Dental Clinic | 0.0041 | per square foot | $2.28 | $9.23 | $6.95 | 304.6% |
| 17 | Dry Cleaners | 0.0020 | per square foot | $1.13 | $4.50 | $3.37 | 298.2% |
| 18 | Gas Stations | 0.0021 | per square foot | $1.19 | $4.73 | $3.54 | 297.1% |
| 19 | General Retail/ Commercial | 0.0002 | per square foot | $0.12 | $0.45 | $0.33 | 275.0% |
| 20 | Gyms, Health Clubs | 0.0019 | per square foot | $1.06 | $4.28 | $3.22 | 303.3% |
| 21 | Hospital | 1.1364 | per bed | $632.09 | $2,556.90 | $1,924.81 | 304.5% |
| 22 | Hotels, Motels (no dining facilities) | 0.5909 | per room | $328.68 | $1,329.53 | $1,000.85 | 304.5% |
| 23 | Institutional (Resident) | 0.4545 | per bed | $252.83 | $1,022.63 | $769.80 | 304.5% |
| 24 | Laundries, coin-operated | 0.5909 | per machine | $328.68 | $1,329.53 | $1,000.85 | 304.5% |
| 25 | Laundries, full service (commercial) | 0.0045 | per square foot | $2.53 | $10.13 | $7.60 | 300.2% |
| 26 | Market - Dry Goods | 0.0009 | per square foot | $0.48 | $2.03 | $1.55 | 321.9% |
| 27 | Medical Clinic | 0.0017 | per square foot | $0.93 | $3.83 | $2.90 | 311.3% |
| 28 | Medical/ Dental Complex | 0.0010 | per square foot | $0.56 | $2.25 | $1.69 | 301.8% |
| 29 | Office Buildings | 0.0002 | per square foot | $0.12 | $0.45 | $0.33 | 275.0% |
| 30 | **Parks/ Rec** | | | | | | |
| 31 | Country Club | 0.3182 | per person | $176.98 | $715.95 | $538.97 | 304.5% |
| 32 | Picnic Park | 0.0455 | per person | $25.29 | $102.38 | $77.09 | 304.8% |
| 33 | Pool | 0.0455 | per person | $25.29 | $102.38 | $77.09 | 304.8% |
| 34 | Tennis Courts, w/ toilet & shower | 0.4545 | per court | $252.83 | $1,022.63 | $769.80 | 304.5% |
| 35 | Plant Nursery | 0.0004 | per square foot | $0.20 | $0.90 | $0.70 | 350.0% |
| 36 | Printers | 0.0006 | per square foot | $0.36 | $1.35 | $0.99 | 275.0% |
| 37 | Public Agencies | 0.0002 | per square foot | $0.12 | $0.45 | $0.33 | 275.0% |
| 38 | Recreational vehicle R.V. Park | 0.5454 | per RV | $303.39 | $1,227.15 | $923.76 | 304.5% |
| 39 | **Schools (excluding cafeteria)** | | | | | | |
| 40 | W/o showers | 0.0682 | per student | $37.92 | $153.45 | $115.53 | 304.7% |
| 41 | With showers | 0.0909 | per student | $50.56 | $204.53 | $153.97 | 304.5% |
| 42 | Theaters | 0.0091 | per seat | $5.06 | $20.48 | $15.42 | 304.6% |
| 43 | Veterinary Hospital | 0.0015 | per square foot | $0.86 | $3.38 | $2.52 | 292.4% |
| 44 | Warehouse/distribution | 0.0001 | per square foot | $0.08 | $0.23 | $0.15 | 181.3% |
| 45 | **Regular (medium)** | | | | | | |
| 46 | Banquet Facilities - intermittent use | 0.0012 | per square foot | $0.68 | $2.70 | $2.02 | 297.1% |
| 47 | Business with cafeteria | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 48 | Cafeteria | 0.0025 | per square foot | $1.37 | $5.63 | $4.26 | 310.6% |
| 49 | Hotels/Motels with dining facilities | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 50 | Restaurant, Fast Food | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 51 | Restaurant, Full Service | 0.0025 | per square foot | $1.37 | $5.63 | $4.26 | 310.6% |
| 52 | School with cafeteria | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 53 | **Regular (high)** | | | | | | |
| 54 | Bakeries/ Donut Shops/ Ice Cream Shops | 0.0028 | per square foot | $1.57 | $6.30 | $4.73 | 301.3% |
| 55 | Car washes w/ steam cleaning | 0.0018 | per square foot | $1.01 | $4.05 | $3.04 | 301.0% |
| 56 | Markets with garbage disposals | 0.0077 | per square foot | $4.29 | $17.33 | $13.04 | 303.8% |
| 57 | Mortuaries | 0.0009 | per square foot | $0.48 | $2.03 | $1.55 | 321.9% |

**Figure 1-8** shows the connection fee per EDU comparisons between the City and other nearby agencies, including DSRSD treatment connection fees[7] which account for approximately 97% of current combined Pleasanton connection fees. DSRD connection fees are set by DSRSD and passed onto Pleasanton customers. Currently Pleasanton sewer connection fees are comparable to Dublin and, after the proposed changes, Pleasanton bills remain comparable to Dublin and significantly above Livermore fees.

**Figure 1-8: Sewer Connection Fee Comparisons**




[7] DSRSD connection fees are also known as capacity charges.

# 2. FINANCIAL PLAN

## 2.1 FINANCIAL PLAN OVERVIEW

The purpose of a financial plan is to project revenues, expenses, cash flows, reserve balances, and debt coverage over a multi-year period to assess financial sufficiency and performance and to determine the amount of required rate revenue. For this study, the planning period is from FY 2026 through FY 2030; data for FY 2025 is shown when needed to represent actual data inputs.

The key steps in developing a financial plan include:

- **Revenue projections:** Annual revenues from rates and other miscellaneous sources are projected over the planning period. Rate revenues are projected based on current rates to establish baseline revenues from which the need for additional rate increases can be evaluated.
- **Expense projections:** Annual expenses are projected over the study period, including O&M expenses, debt service, and CIP costs. CIP funding options (grants, debt, etc.) are evaluated.
- **Financial policy evaluation:** Key financial policies include debt coverage requirements and reserve targets. Debt coverage requirements are typically explicitly stated in official agreements on outstanding debt issuances. Reserve targets are typically set by an agency's elected officials and may need to be periodically evaluated and updated.
- **Status quo financial plan projections:** Cash flow, reserve balances, and debt coverage are projected over the study period in the absence of additional rate increases (this scenario is called the "status quo"). Projected reserve balances and debt coverage are then compared to the agency's financial policy requirements and targets. The status quo financial plan provides a baseline to evaluate the need for rate increases.
- **Proposed financial plan projections:** The magnitude and timing of annual proposed revenue increases over the study period are evaluated and determined based on the agency's financial policies, financial performance, and policy objectives. Proposed rate increases (referred to as "revenue adjustments") should generate sufficient revenue to recover the agency's expenses, maintain adequate reserves, and meet all debt coverage requirements. The proposed financial plan determines the total annual rate revenue requirement over the study period.

## 2.2 REVENUES

### CURRENT SEWER RATES

**Table 2-1** shows the City's current sewer collection rates based on the rate structure devised in the most recent sewer rate study from 2022, with rates for following years annually adjusted based on CPI.

The City's current sewer rates include bi-monthly fixed charges for Residential customers based on DUs and consumption charges based on water use in ccf for Commercial, Industrial, and Institutional customers. Commercial, Industrial, and Institutional customers also have a minimum fixed charge equal to the Multi-Family charge. Note that some Residential customers are charged on the property tax roll and therefore receive one annual bill for sewer service (equal to six billing periods multiplied by the respective residential bi-monthly fixed charge) rather than bi-monthly bills under the utility's billing system.

The City also has a discount program funded by the City's General Fund for customers in the Ruby Hill Service Area that receive a 10% discount off all bi-monthly bills. Additionally, customers in the Castlewood Service Area are charged 7.785% of total Pleasanton charges in accordance with agreements with Alameda County to reflect use of the City's collection system.

**Table 2-1: Current Pleasanton Collection Sewer Rates**

| Line | Current Pleasanton Collection Sewer Rates | Effective 7/1/2024 | Effective 1/1/2026 | Effective 7/1/2026 |
|---|---|---|---|---|
| 1 | **Bi-Monthly Fixed Charges ($/ DU)** | | | |
| 2 | **Residential** | | | |
| 3 | Single Family | $29.96 | $30.77 | $31.70 |
| 4 | Single Family w/ 2nd Residence | $45.64 | $46.87 | $48.28 |
| 5 | Condo | $20.57 | $21.13 | $21.77 |
| 6 | Multi-Family | $15.67 | $16.09 | $16.58 |
| 7 | | | | |
| 8 | **Consumption Charges ($/ ccf)** | | | |
| 9 | **Commercial/ Industrial** | | | |
| 10 | Auto Steam Cleaning | $1.68 | $1.73 | $1.79 |
| 11 | Bakery | $1.67 | $1.72 | $1.78 |
| 12 | Laundry | $1.68 | $1.73 | $1.79 |
| 13 | Grocery with Disposal | $1.62 | $1.66 | $1.71 |
| 14 | Mortuary | $1.97 | $2.02 | $2.09 |
| 15 | Restaurant, Fast Food | $1.58 | $1.62 | $1.67 |
| 16 | Restaurant, Full Service | $1.58 | $1.62 | $1.67 |
| 17 | All Other | $1.42 | $1.46 | $1.51 |
| 18 | **Institutional** | | | |
| 19 | Schools, Submetered | $1.37 | $1.41 | $1.46 |
| 20 | Schools, Not Submetered | $0.90 | $0.92 | $0.95 |
| 21 | **Minimum Consumption Charge** | **$15.67** | **$16.09** | **$16.58** |

## EFFECTIVE FISCAL YEAR SEWER RATES

The City's budget is based on a FY starting July 1 and ending June 30. Since not all sewer rates were implemented mid-year to match the FY cycle, this section shows the effective sewer rates for each FY prior to any revenue adjustments in **Table 2-2**. FY 2026 rates were implemented on January 1, 2026, meaning that those rates were effective for half of the fiscal year. The remaining

days of FY 2026 are charged based on the FY 2025 rate effective on July 1, 2024. The current rates for all other years (FY 2027 through FY 2030) are representative of the full fiscal year.

**Table 2-2: Effective Pleasanton Collection Sewer Rates**

| Line | Effective Pleasanton Collection Sewer Rates | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Bi-Monthly Fixed Charges ($/ DU)** | | | | | |
| 2 | **Residential** | | | | | |
| 3 | Single Family | $30.37 | $31.70 | $31.70 | $31.70 | $31.70 |
| 4 | Single Family w/ 2nd Residence | $46.26 | $48.28 | $48.28 | $48.28 | $48.28 |
| 5 | Condo | $20.85 | $21.77 | $21.77 | $21.77 | $21.77 |
| 6 | Multi-Family | $15.88 | $16.58 | $16.58 | $16.58 | $16.58 |
| 7 | | | | | | |
| 8 | **Consumption Charges ($/ ccf)** | | | | | |
| 9 | **Commercial** | | | | | |
| 10 | Auto Steam Cleaning | $1.71 | $1.79 | $1.79 | $1.79 | $1.79 |
| 11 | Bakery | $1.70 | $1.78 | $1.78 | $1.78 | $1.78 |
| 12 | Laundry | $1.71 | $1.79 | $1.79 | $1.79 | $1.79 |
| 13 | Grocery with Disposal | $1.64 | $1.71 | $1.71 | $1.71 | $1.71 |
| 14 | Mortuary | $2.00 | $2.09 | $2.09 | $2.09 | $2.09 |
| 15 | Restaurant, Fast Food | $1.60 | $1.67 | $1.67 | $1.67 | $1.67 |
| 16 | Restaurant, Full Service | $1.60 | $1.67 | $1.67 | $1.67 | $1.67 |
| 17 | All Other | $1.44 | $1.51 | $1.51 | $1.51 | $1.51 |
| 18 | **Institutional** | | | | | |
| 19 | Schools, Submetered | $1.39 | $1.46 | $1.46 | $1.46 | $1.46 |
| 20 | Schools, Not Submetered | $0.91 | $0.95 | $0.95 | $0.95 | $0.95 |

## CUSTOMER ACCOUNTS AND USAGE

This section details the customer accounts and water usage for all years of the study, which are referred to as the units of service. Units of service represent the quantity of billing units that are subject to the City's sewer rates and charges.

**Table 2-3** shows the projected number of DUs for each service area, billing method, and customer class for the study period. City staff provided actual data for FY 2025. Growth in the City is highly variable and the timeline in which growth occurs can vary significantly from planning documents. To ensure that the City recovers sufficient revenue to fund the sewer enterprise costs, this study assumes no growth in DUs throughout the study period. The number of DUs is the unit of service for the City's bi-monthly fixed charges for Residential customers.

### Table 2-3: Projected Customer Accounts (DU)

| Line | Customer Accounts (DU) | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|---|
| 1 | ***Source*** | ***Actual*** | ***Projected*** | ***Projected*** | ***Projected*** | ***Projected*** | ***Projected*** |
| 2 | **City of Pleasanton Collection** | | | | | | |
| 3 | | | | | | | |
| 4 | **Utility Billing** | | | | | | |
| 5 | Single Family | 18,895 | 18,895 | 18,895 | 18,895 | 18,895 | 18,895 |
| 6 | Single Family w/ 2nd Residence | 206 | 206 | 206 | 206 | 206 | 206 |
| 7 | Condo | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 | 1,585 |
| 8 | Multi-Family | 5,895 | 5,895 | 5,895 | 5,895 | 5,895 | 5,895 |
| 9 | **Subtotal** | **26,581** | **26,581** | **26,581** | **26,581** | **26,581** | **26,581** |
| 10 | | | | | | | |
| 11 | **Property Tax Roll** | | | | | | |
| 12 | Single Family | 179 | 179 | 179 | 179 | 179 | 179 |
| 13 | Single Family w/ 2nd Residence | 0 | 0 | 0 | 0 | 0 | 0 |
| 14 | Condo | 256 | 256 | 256 | 256 | 256 | 256 |
| 15 | Multi-Family | 0 | 0 | 0 | 0 | 0 | 0 |
| 16 | **Subtotal** | **435** | **435** | **435** | **435** | **435** | **435** |
| 17 | | | | | | | |
| 18 | **Ruby Hill Collection** | | | | | | |
| 19 | | | | | | | |
| 20 | **Utility Billing** | | | | | | |
| 21 | Single Family | 851 | 851 | 851 | 851 | 851 | 851 |
| 22 | **Subtotal** | **851** | **851** | **851** | **851** | **851** | **851** |
| 23 | | | | | | | |
| 24 | **Other Customers** | | | | | | |
| 25 | | | | | | | |
| 26 | **Castlewood** | | | | | | |
| 27 | Single Family | 206 | 206 | 206 | 206 | 206 | 206 |
| 28 | **Subtotal** | **206** | **206** | **206** | **206** | **206** | **206** |
| 29 | | | | | | | |
| 30 | **Total City of Pleasanton** | **27,016** | **27,016** | **27,016** | **27,016** | **27,016** | **27,016** |
| 31 | **Total Ruby Hill** | **851** | **851** | **851** | **851** | **851** | **851** |
| 32 | **Total Other Customers** | **206** | **206** | **206** | **206** | **206** | **206** |
| 33 | **Total Customer Accounts** | **28,073** | **28,073** | **28,073** | **28,073** | **28,073** | **28,073** |

**Table 2-4** shows the projected water consumption for Commercial and Institutional customers by service area for the study period. City staff provided actual data for FY 2025; this study assumes no growth in water demand throughout the period. Water consumption in ccf is the unit of service for the consumption charges for Commercial, Industrial, and Institutional customers.

## Table 2-4: Projected Billed Consumption (ccf)

| Line | Billed Consumption (ccf) | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|---|
| 1 | ***Source*** | ***Actual*** | ***Projected*** | ***Projected*** | ***Projected*** | ***Projected*** | ***Projected*** |
| 2 | **City of Pleasanton Collection** | | | | | | |
| 3 | | | | | | | |
| 4 | **Commercial (Net of EVAP Credits)** | | | | | | |
| 5 | Auto Steam Cleaning | 143 | 143 | 143 | 143 | 143 | 143 |
| 6 | Bakery | 18,591 | 18,591 | 18,591 | 18,591 | 18,591 | 18,591 |
| 7 | Laundry | 543 | 543 | 543 | 543 | 543 | 543 |
| 8 | Grocery with Disposal | 5,159 | 5,159 | 5,159 | 5,159 | 5,159 | 5,159 |
| 9 | Mortuary | 87 | 87 | 87 | 87 | 87 | 87 |
| 10 | Restaurant, Fast Food | 27,667 | 27,667 | 27,667 | 27,667 | 27,667 | 27,667 |
| 11 | Restaurant, Full Service | 105,993 | 105,993 | 105,993 | 105,993 | 105,993 | 105,993 |
| 12 | All Other | 430,482 | 430,482 | 430,482 | 430,482 | 430,482 | 430,482 |
| 13 | **Subtotal** | **588,665** | **588,665** | **588,665** | **588,665** | **588,665** | **588,665** |
| 14 | | | | | | | |
| 15 | **Institutional** | | | | | | |
| 16 | Schools, Submetered | 12,416 | 12,416 | 12,416 | 12,416 | 12,416 | 12,416 |
| 17 | Schools, Not Submetered | 33,462 | 33,462 | 33,462 | 33,462 | 33,462 | 33,462 |
| 18 | **Subtotal** | **45,878** | **45,878** | **45,878** | **45,878** | **45,878** | **45,878** |
| 19 | | | | | | | |
| 20 | **Ruby Hill Collection** | | | | | | |
| 21 | | | | | | | |
| 22 | **Commercial** | | | | | | |
| 23 | Restaurant, Full Service | 4,649 | 4,649 | 4,649 | 4,649 | 4,649 | 4,649 |
| 24 | All Other | 786 | 786 | 786 | 786 | 786 | 786 |
| 25 | **Subtotal** | **5,435** | **5,435** | **5,435** | **5,435** | **5,435** | **5,435** |
| 26 | | | | | | | |
| 27 | **Other Customers** | | | | | | |
| 28 | | | | | | | |
| 29 | **Castlewood** | | | | | | |
| 30 | Restaurant, Full Service | 5,603 | 5,603 | 5,603 | 5,603 | 5,603 | 5,603 |
| 31 | **Subtotal** | **5,603** | **5,603** | **5,603** | **5,603** | **5,603** | **5,603** |
| 32 | | | | | | | |
| 33 | **Alco** | | | | | | |
| 34 | All Other | 38,628 | 38,628 | 38,628 | 38,628 | 38,628 | 38,628 |
| 35 | **Subtotal** | **38,628** | **38,628** | **38,628** | **38,628** | **38,628** | **38,628** |
| 36 | | | | | | | |
| 37 | **Total City of Pleasanton** | **634,543** | **634,543** | **634,543** | **634,543** | **634,543** | **634,543** |
| 38 | **Total Ruby Hill** | **5,435** | **5,435** | **5,435** | **5,435** | **5,435** | **5,435** |
| 39 | **Total Other Customers** | **44,231** | **44,231** | **44,231** | **44,231** | **44,231** | **44,231** |
| 40 | **Total Billed Consumption** | **684,209** | **684,209** | **684,209** | **684,209** | **684,209** | **684,209** |

## REVENUES FROM CURRENT RATES

**Table 2-5** shows the calculated sewer rate revenues for the study period based on the effective rates and the projected units of service. The bi-monthly fixed charge revenue for Residential customers in the City of Pleasanton, Ruby Hill, and Castlewood service areas (Lines 4, 15, and 26) is calculated by multiplying the effective bi-monthly fixed charges (**Table 2-2**, Lines 3-6) by the projected DUs (**Table 2-3**) for six billing periods.

The consumption charge revenue for Commercial and Institutional customers in the City of Pleasanton, Ruby Hill, and Castlewood and Alco service areas (Lines 8-9, 19-20, 30-31) is calculated by multiplying the effective consumption charges (**Table 2-2**, Lines 10-20) by the projected billed consumption (**Table 2-4**).

Note that customers in the Castlewood Service Area are charged 7.785% of all Pleasanton charges, which is accounted for in the Castlewood calculated revenues (Lines 26 and 30). Additionally, the total value of charges collected from Industrial customers in FY 2025 is projected forward for the study period, assuming no changes in accounts or demand (Line 35).

## Table 2-5: Calculated Rate Revenues

| Line | Calculated Rate Revenue | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **City of Pleasanton Collection** | | | | | |
| 2 | | | | | | |
| 3 | **Bi-Monthly Fixed Charges** | | | | | |
| 4 | Residential | $4,324,200 | $4,514,405 | $4,514,405 | $4,514,405 | $4,514,405 |
| 5 | **Subtotal** | **$4,324,200** | **$4,514,405** | **$4,514,405** | **$4,514,405** | **$4,514,405** |
| 6 | | | | | | |
| 7 | **Consumption Charges** | | | | | |
| 8 | Commercial | $875,066 | $916,564 | $916,564 | $916,564 | $916,564 |
| 9 | Institutional | $47,709 | $49,916 | $49,916 | $49,916 | $49,916 |
| 10 | **Subtotal** | **$922,774** | **$966,480** | **$966,480** | **$966,480** | **$966,480** |
| 11 | | | | | | |
| 12 | **Ruby Hill Collection** | | | | | |
| 13 | | | | | | |
| 14 | **Bi-Monthly Fixed Charges** | | | | | |
| 15 | Residential | $139,539 | $145,674 | $145,674 | $145,674 | $145,674 |
| 16 | **Subtotal** | **$139,539** | **$145,674** | **$145,674** | **$145,674** | **$145,674** |
| 17 | | | | | | |
| 18 | **Consumption Charges** | | | | | |
| 19 | Commercial | $7,713 | $8,056 | $8,056 | $8,056 | $8,056 |
| 20 | Institutional | $0 | $0 | $0 | $0 | $0 |
| 21 | **Subtotal** | **$7,713** | **$8,056** | **$8,056** | **$8,056** | **$8,056** |
| 22 | | | | | | |
| 23 | **Other Customers** | | | | | |
| 24 | | | | | | |
| 25 | **Bi-Monthly Fixed Charges** | | | | | |
| 26 | Castlewood | $2,922 | $3,050 | $3,050 | $3,050 | $3,050 |
| 27 | **Subtotal** | **$2,922** | **$3,050** | **$3,050** | **$3,050** | **$3,050** |
| 28 | | | | | | |
| 29 | **Consumption Charges** | | | | | |
| 30 | Castlewood | $698 | $728 | $728 | $728 | $728 |
| 31 | Alco | $55,624 | $58,328 | $58,328 | $58,328 | $58,328 |
| 32 | **Subtotal** | **$56,322** | **$59,057** | **$59,057** | **$59,057** | **$59,057** |
| 33 | | | | | | |
| 34 | **Rate Adjustments** | | | | | |
| 35 | Industrial | $28,564 | $28,564 | $28,564 | $28,564 | $28,564 |
| 36 | **Subtotal** | **$28,564** | **$28,564** | **$28,564** | **$28,564** | **$28,564** |
| 37 | | | | | | |
| 38 | **Total Calculated Rate Revenues** | **$5,482,035** | **$5,725,286** | **$5,725,286** | **$5,725,286** | **$5,725,286** |

### REVENUE SUMMARY

**Table 2-6** shows the summary of projected revenues for the study period, excluding treatment pass-throughs. Total sewer rate revenues (Line 3) is equal to total calculated rate revenues (**Table 2-5**, Line 38). Interest Income (Line 4) is calculated based on average fund balances and a 3.0% interest rate. City staff provided other revenues for FY 2026 and assumptions for future growth. A breakdown of revenues is available in the **Appendix** (**Table 5-1**).

**Table 2-6: Projected Revenues Excluding Treatment Pass-Throughs**

| Line | Revenue Summary | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | ***Source*** | ***Staff*** | ***Projected*** | ***Projected*** | ***Projected*** | ***Projected*** |
| 2 | **Sewer O&M and Replacement** | | | | | |
| 3 | Rate Revenue (Excluding Pass-Throughs) | $5,482,035 | $5,725,286 | $5,725,286 | $5,725,286 | $5,725,286 |
| 4 | Interest Income | $240,332 | $224,357 | $255,915 | $276,435 | $293,307 |
| 5 | Other Revenues[8] | $41,500 | $45,500 | $45,500 | $45,500 | $45,500 |
| 6 | **Total** | **$5,763,868** | **$5,995,143** | **$6,026,701** | **$6,047,221** | **$6,064,093** |

## 2.3 OPERATING EXPENSES

### INFLATIONARY ASSUMPTIONS

WRE worked with City staff to determine the annual inflationary assumptions to apply to the City's O&M base expense budget. City staff provided base expenses for FY 2026; all other years are projected based on the inflationary assumptions shown in **Table 2-7**.

**Table 2-7: Expense Inflationary Assumptions**

| Line | Inflationary Assumptions | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|
| 1 | General & Salaries | 3.0% | 3.0% | 3.0% | 3.0% |
| 2 | Benefits & Utilities | 5.0% | 5.0% | 5.0% | 5.0% |

### OPERATING EXPENSE SUMMARY

**Table 2-8** shows the O&M expense summary for the study period for each fund. Base expenses for the Sewer O&M Fund (Line 3) are inflated based on the inflationary assumptions from **Table 2-7**. Base expenses are non-recurring after FY 2026 for the Sewer Replacement Fund (Line 7) and provided by staff for the Sewer CIP Fund (Line 10). New expense programs and staffing related to CIP scenario expenses (Lines 4-5, 8) were provided by staff. Detailed operating expense projections for the Sewer O&M and Replacement Funds are included in the **Appendix** (**Table 5-2** and **Table 5-3**).

[8] Other Revenues includes revenue from interfund reimbursements and OPEB (Other Post-Employment Benefits) subsidies.

**Table 2-8: Projected Expenses**

| Line | Expenses | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | ***Source*** | ***Staff*** | ***Projected*** | ***Projected*** | ***Projected*** | ***Projected*** |
| 2 | **Sewer O&M (Fund 430)** | **$5,628,249** | **$6,936,645** | **$10,149,177** | **$9,615,079** | **$9,772,094** |
| 3 | Base Expenses | $5,628,249 | $5,829,395 | $6,038,189 | $6,254,944 | $6,479,981 |
| 4 | New Expense Programs | $0 | $901,250 | $1,883,098 | $1,939,590 | $2,166,604 |
| 5 | Staffing Related to CIP Scenarios | $0 | $206,000 | $2,227,890 | $1,420,545 | $1,125,509 |
| 6 | **Sewer Replacement (Fund 434)** | **$2,475,000** | **$572,000** | **$1,032,509** | **$618,675** | **$1,228,351** |
| 7 | Base Expenses | $2,475,000 | $0 | $0 | $0 | $0 |
| 8 | New Expense Programs | $0 | $572,000 | $1,032,509 | $618,675 | $1,228,351 |
| 9 | **Sewer CIP (Fund 431)** | **$331,134** | **$341,068** | **$175,600** | **$180,900** | **$186,300** |
| 10 | Base Expenses (Interfund Expense) | $331,134 | $341,068 | $175,600 | $180,900 | $186,300 |
| 11 | **Total** | **$8,434,383** | **$7,849,713** | **$11,357,286** | **$10,414,654** | **$11,186,746** |

## 2.4 DEBT SERVICE

### EXISTING AND PROPOSED DEBT SERVICE

**Table 2-9** shows the proposed annual debt service based on the proposed financial plan scenario. The City has no existing sewer debt service. The proposed financial plan scenario includes three new debt issuances in FY 2028 through FY 2030 (Line 7) assuming a 6% interest rate, 30-year term, and 2% issuance cost each year (Lines 2-4). This results in a range of annual debt service payments over the study period from approximately $444.8K to $2.1M by FY 2030 and an additional $28.0M of debt proceeds to fund CIP. The study assumes that the City will capitalize the issuance costs, which means that the debt issuance will be higher than the debt proceeds used to fund CIP.

### Table 2-9: Proposed Debt Proceeds and Debt Service

| Line | Proposed Debt | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Proposed Debt Terms** | | | | | |
| 2 | Interest Rate | N/A | N/A | 6.0% | 6.0% | 6.0% |
| 3 | Term (years) | N/A | N/A | 30 | 30 | 30 |
| 4 | Issuance Costs | N/A | N/A | 2.0% | 2.0% | 2.0% |
| 5 | | | | | | |
| 6 | **Debt Proceeds for CIP** | **$0** | **$0** | **$6,000,000** | **$16,000,000** | **$6,000,000** |
| 7 | **Debt Issuance** | **$0** | **$0** | **$6,122,449** | **$16,326,531** | **$6,122,449** |
| 8 | **Annual Debt Service Payment** | **$0** | **$0** | **$444,789** | **$1,186,105** | **$444,789** |
| 9 | | | | | | |
| 10 | **Proposed Debt** | | | | | |
| 11 | Debt Issuance - FY 2026 | $0 | $0 | $0 | $0 | $0 |
| 12 | Debt Issuance - FY 2027 | | $0 | $0 | $0 | $0 |
| 13 | Debt Issuance - FY 2028 | | | $444,789 | $444,789 | $444,789 |
| 14 | Debt Issuance - FY 2029 | | | | $1,186,105 | $1,186,105 |
| 15 | Debt Issuance - FY 2030 | | | | | $444,789 |
| 16 | **Total** | **$0** | **$0** | **$444,789** | **$1,630,894** | **$2,075,683** |

## 2.5 CAPITAL IMPROVEMENT PLAN

### CAPITAL PROJECTS AND EXPENSE SUMMARY

**Table 2-10** shows the City's planned CIP based on the SSMP and expense summary. Detailed CIP costs are included in the **Appendix** (**Table 5-4**). Planned CIP is projected to be funded through debt and rates and/or reserves. Debt funded CIP (Line 7) pertains to all CIP that is funded by the proposed debt issuances (**Table 2-9**, Line 6). The proposed debt issuance will provide $28.0M in debt proceeds, which will fund capital projects starting in FY 2028. All other project costs will be funded by sewer rates and/or reserves (Line 8).

### Table 2-10: Capital Improvement Plan and Expense Summary

| Line | Capital Improvement Projects (CIP) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | Priority A - Capacity & Reliability Improvement Projects | $1,584,205 | $0 | $1,860,000 | $3,430,000 | $0 |
| 2 | Priority A - Lift Station Projects | $2,063,138 | $750,000 | $2,042,000 | $7,940,000 | $3,650,000 |
| 3 | Priority A - Condition Assessment Projects | $1,512,759 | $1,860,000 | $2,316,000 | $6,250,000 | $4,037,000 |
| 4 | **Total** | **$5,160,103** | **$2,610,000** | **$6,218,000** | **$17,620,000** | **$7,687,000** |
| 5 | | | | | | |
| 6 | **Total** | | | | | |
| 7 | Debt Funded | $0 | $0 | $6,000,000 | $16,000,000 | $6,000,000 |
| 8 | Rate Funded | $5,160,103 | $2,610,000 | $218,000 | $1,620,000 | $1,687,000 |
| 9 | **Total** | **$5,160,103** | **$2,610,000** | **$6,218,000** | **$17,620,000** | **$7,687,000** |

## 2.6 FINANCIAL POLICIES

### RESERVE POLICY

The City's operating reserve policy maintains cash on hand to meet short-term cash imbalances. The reserve target for the study period ranges from approximately $7.4M to $9.8M in the Sewer O&M and Replacement funds (Funds 430 and 434).

The adopted reserve policy consists of the following components:

- **Operating Reserve Target:** 35% of annual O&M expenses

### DEBT COVERAGE REQUIREMENT

The debt coverage requirement is 125% of annual debt coverage. To meet coverage requirements, net operating revenues (excluding CIP funding sources and expenditure) must be equal to or higher than 125% of annual debt service.

## 2.7 STATUS QUO FINANCIAL PLAN

### STATUS QUO FINANCIAL PLAN SCENARIO

**Table 2-11** shows the status quo financial plan scenario, which assumes no revenue adjustments and no proposed debt issuances. This scenario is used to evaluate the ability of the current sewer rates to meet the City's financial targets and to determine the need for revenue adjustments.

**Table 2-11: Financial Plan Scenario (Status Quo)**

| Line | Fiscal Year | Effective Date | Revenue Adjustments | Debt Issuance | Debt Proceeds for CIP |
|---|---|---|---|---|---|
| 1 | FY 2027 | 1/1/2027 | 0.0% | $0 | $0 |
| 2 | FY 2028 | 7/1/2027 | 0.0% | $0 | $0 |
| 3 | FY 2029 | 7/1/2028 | 0.0% | $0 | $0 |
| 4 | FY 2030 | 7/1/2029 | 0.0% | $0 | $0 |

### STATUS QUO CASH FLOW PROJECTIONS

**Table 2-12** shows the cash flow projections for the status quo financial plan, excluding treatment pass-throughs. Revenues[9] (Lines 1-6) are from **Table 2-6**. Operating expenses (Lines 8-13) are from **Table 2-8**. Net operating revenue (Line 15) is equal to the difference between total revenues (Line 6) and total expenses (Line 13). The City has no existing sewer debt service (Line 18), and no new debt is proposed in the status quo financial plan (Line 19)**.** Rate funded CIP (Line 23) is equal

[9] Interest income (Line 4) is different in the status quo financial plan scenario because it is based on projected fund balances. The status quo scenario results in lower fund balances; therefore, the City has less interest income. **Table 2-6** shows the interest income for the proposed financial plan scenario.

to total CIP (**Table 2-10**, Line 9). In absence of newly proposed debt to fund CIP, all CIP is expected to be rate funded. Net cash flow (Line 26) is equal to the net operating revenue (Line 15), less debt service (Line 20) and rate funded CIP (Line 24). Debt proceeds and debt funded CIP are not included in the cash flow projections.

The net operating revenue and cash flow in this scenario is negative starting at the end of FY 2026, meaning that the City's current revenues are not sufficient to fund its operating expenses and CIP.

## Table 2-12: Projected Combined Cash Flow (Status Quo)

| Line | Combined Cash Flow (O&M, Replacement, and CIP) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Revenues (Excluding Pass-Through Revenues)** | | | | | |
| 2 | Rate Revenues at Existing Rates | $5,482,035 | $5,725,286 | $5,725,286 | $5,725,286 | $5,725,286 |
| 3 | Revenue Adjustments | $0 | $0 | $0 | $0 | $0 |
| 4 | Interest Income | $240,332 | $181,418 | $0 | $0 | $0 |
| 5 | Other Revenues | $41,500 | $45,500 | $45,500 | $45,500 | $45,500 |
| 6 | **Total** | **$5,763,868** | **$5,952,204** | **$5,770,786** | **$5,770,786** | **$5,770,786** |
| 7 | | | | | | |
| 8 | **Expenses (Excluding Pass-Through Expenses)** | | | | | |
| 9 | Base Expenses (Fund 430 and 434) | $8,103,249 | $5,829,395 | $6,038,189 | $6,254,944 | $6,479,981 |
| 10 | New Expense Programs (Fund 430 and 434) | $0 | $1,473,250 | $2,915,607 | $2,558,266 | $3,394,956 |
| 11 | Staffing Related to CIP Scenarios (Fund 430) | $0 | $206,000 | $2,227,890 | $1,420,545 | $1,125,509 |
| 12 | Interfund Expense (Fund 431) | $331,134 | $341,068 | $175,600 | $180,900 | $186,300 |
| 13 | **Total** | **$8,434,383** | **$7,849,713** | **$11,357,286** | **$10,414,654** | **$11,186,746** |
| 14 | | | | | | |
| 15 | **Net Operating Revenue** | **($2,670,515)** | **($1,897,509)** | **($5,586,500)** | **($4,643,868)** | **($5,415,960)** |
| 16 | | | | | | |
| 17 | **Debt Service** | | | | | |
| 18 | Existing Debt | $0 | $0 | $0 | $0 | $0 |
| 19 | Proposed Debt | $0 | $0 | $0 | $0 | $0 |
| 20 | **Total** | **$0** | **$0** | **$0** | **$0** | **$0** |
| 21 | | | | | | |
| 22 | **CIP** | | | | | |
| 23 | Rate Funded | $5,160,103 | $2,610,000 | $6,218,000 | $17,620,000 | $7,687,000 |
| 24 | **Total** | **$5,160,103** | **$2,610,000** | **$6,218,000** | **$17,620,000** | **$7,687,000** |
| 25 | | | | | | |
| 26 | **Net Cash Flow** | **($7,830,618)** | **($4,507,509)** | **($11,804,500)** | **($22,263,868)** | **($13,102,960)** |

## STATUS QUO FUND BALANCE PROJECTIONS

**Table 2-13** shows the O&M and Replacement fund balance projections for the status quo financial plan. Based on the sources (revenues) and uses (operating expenses, debt service, and transfer) of funds, the City's fund balances will be negative by the end of FY 2028. At the end of the study period, the City's fund balances will be approximately negative $41.9M in FY 2030, from a starting balance of approximately $9.3M in FY 2026. This represents a net loss of approximately $51.2M in five years.

**Table 2-13: Projected O&M and Replacement Fund Balances (Status Quo)**

| Line | Fund Balance (O&M and Replacement) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Beginning Fund Balance** | **$9,300,929** | **$6,961,548** | **$5,314,384** | **($6,490,116)** | **($28,753,984)** |
| 2 | | | | | | |
| 3 | **Sources of Funds** | | | | | |
| 4 | Rate Revenues at Existing Rates | $5,482,035 | $5,725,286 | $5,725,286 | $5,725,286 | $5,725,286 |
| 5 | Revenue Adjustments | $0 | $0 | $0 | $0 | $0 |
| 6 | Interest Income | $240,332 | $181,418 | $0 | $0 | $0 |
| 7 | Other Revenues | $41,500 | $45,500 | $45,500 | $45,500 | $45,500 |
| 8 | **Total** | **$5,763,868** | **$5,952,204** | **$5,770,786** | **$5,770,786** | **$5,770,786** |
| 9 | | | | | | |
| 10 | **Uses of Funds** | | | | | |
| 11 | Expenses (Excluding Interfund Expense) | $8,103,249 | $7,508,645 | $11,181,686 | $10,233,754 | $11,000,446 |
| 12 | Debt Service | $0 | $0 | $0 | $0 | $0 |
| 13 | Transfer to CIP Fund | $0 | $90,723 | $6,393,600 | $17,800,900 | $7,873,300 |
| 14 | **Total** | **$8,103,249** | **$7,599,367** | **$17,575,286** | **$28,034,654** | **$18,873,746** |
| 15 | | | | | | |
| 16 | **Ending Fund Balance** | **$6,961,548** | **$5,314,384** | **($6,490,116)** | **($28,753,984)** | **($41,856,944)** |

**Table 2-14** shows the CIP fund balance projections for the status quo financial plan. Existing reserves are used to fund rate funded CIP and interfund expenses through FY 2027. Once existing reserves are depleted, transfers from the O&M and Replacement funds are used to fund the remaining expenses. The City's fund balances are projected to maintain a zero ending balance from FY 2027 onward as annual transfers from O&M and Replacement funds are adjusted to meet annual funding needs in each year of the study period.

### Table 2-14: Projected CIP Fund Balances (Status Quo)

| Line | Fund Balance (CIP) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Beginning Fund Balance** | **$8,351,582** | **$2,860,345** | **$0** | **$0** | **$0** |
| 2 | | | | | | |
| 3 | **Sources of Funds** | | | | | |
| 4 | Debt Proceeds | $0 | $0 | $0 | $0 | $0 |
| 5 | Transfer from O&M Fund | $0 | $90,723 | $6,393,600 | $17,800,900 | $7,873,300 |
| 6 | **Total** | **$0** | **$90,723** | **$6,393,600** | **$17,800,900** | **$7,873,300** |
| 7 | | | | | | |
| 8 | **Uses of Funds** | | | | | |
| 9 | Interfund Expense | $331,134 | $341,068 | $175,600 | $180,900 | $186,300 |
| 10 | Debt Funded CIP | $0 | $0 | $0 | $0 | $0 |
| 11 | Rate Funded CIP | $5,160,103 | $2,610,000 | $6,218,000 | $17,620,000 | $7,687,000 |
| 12 | **Total** | **$5,491,237** | **$2,951,068** | **$6,393,600** | **$17,800,900** | **$7,873,300** |
| 13 | | | | | | |
| 14 | **Ending Fund Balance** | **$2,860,345** | **$0** | **$0** | **$0** | **$0** |

## STATUS QUO FINANCIAL PERFORMANCE

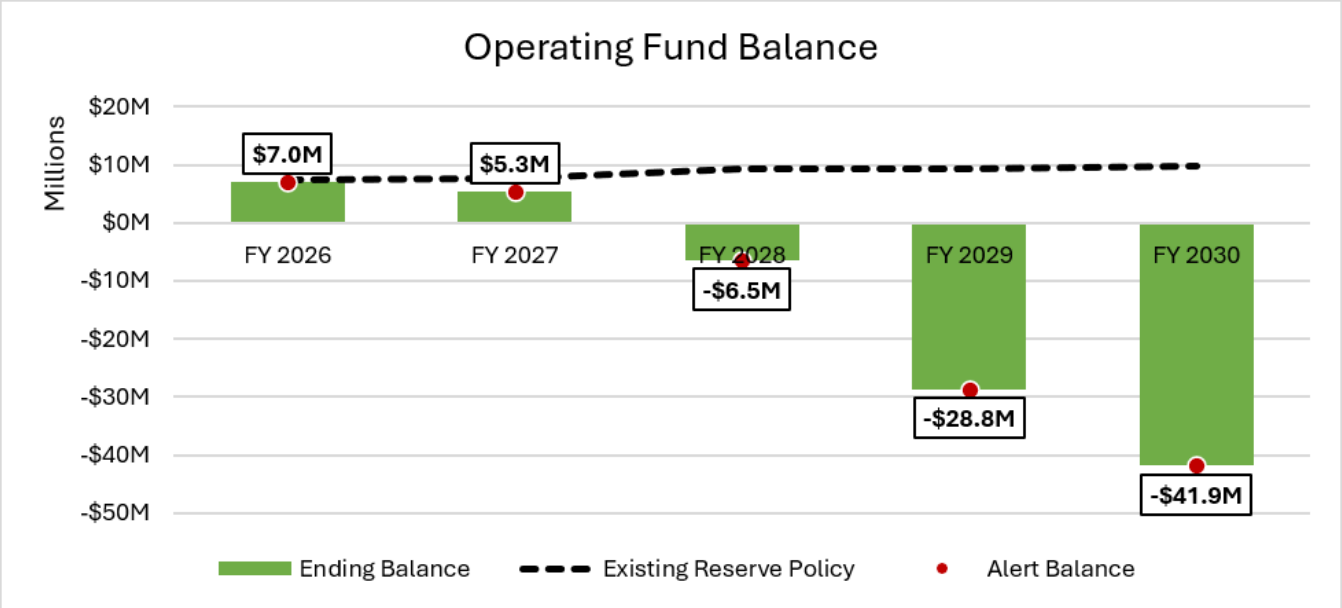
The City's financial performance is evaluated based on the reserve targets and debt coverage requirements, as shown in **Table 2-15**. Under the status quo financial plan, the City will not meet its reserve targets starting in FY 2026 and debt coverage requirements will not apply.

### Table 2-15: Projected Financial Performance (Status Quo)

| Line | Financial Performance | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Adopted Reserve Policy** | | | | | |
| 2 | Operating Reserve Target | $7,367,794 | $7,599,432 | $9,209,563 | $9,224,797 | $9,770,583 |
| 3 | Ending O&M and Replacement Fund Balance | $6,961,548 | $5,314,384 | ($6,490,116) | ($28,753,984) | ($41,856,944) |
| 4 | ***Meets Target?*** | ***No*** | ***No*** | ***No*** | ***No*** | ***No*** |
| 5 | | | | | | |
| 6 | **Debt Coverage** | | | | | |
| 7 | Required Debt Coverage | 125% | 125% | 125% | 125% | 125% |
| 8 | Calculated Debt Coverage | No Debt | No Debt | No Debt | No Debt | No Debt |
| 9 | ***Meets Target?*** | ***No Debt*** | ***No Debt*** | ***No Debt*** | ***No Debt*** | ***No Debt*** |

**Figure 2-1** shows the projected fund balances under the status quo scenario. The green bars represent the ending fund balances for the O&M and Replacement reserves (Funds 430 and 434), and the dashed line represents the operating reserve policy target. In this scenario, the City will not meet its operating reserve target starting in FY 2026, indicated by the alert balance (red circles). Projected fund balances will be negative starting in FY 2028.

**Figure 2-1: Projected O&M and Replacement Fund Balances (Status Quo)**



## 2.8 PROPOSED FINANCIAL PLAN

### PROPOSED FINANCIAL PLAN SCENARIO

The proposed financial plan includes four years of revenue adjustments and three debt issuances in FY 2028 through FY 2030, shown in **Table 2-16**. The proposed revenue adjustment for the first year (FY 2027) is effective in January. Proposed revenue adjustments for all subsequent years are effective in July. These adjustments are needed to maintain the City's financial sufficiency and were developed based on input from City staff and City Council.

**Table 2-16: Financial Plan Scenario (Proposed)**

| Line | Fiscal Year | Effective Date | Revenue Adjustments | Debt Issuance | Debt Proceeds for CIP |
|---|---|---|---|---|---|
| 1 | FY 2027 | 1/1/2027 | 100.0% | $0 | $0 |
| 2 | FY 2028 | 7/1/2027 | 10.0% | $6,122,449 | $6,000,000 |
| 3 | FY 2029 | 7/1/2028 | 10.0% | $16,326,531 | $16,000,000 |
| 4 | FY 2030 | 7/1/2029 | 10.0% | $6,122,449 | $6,000,000 |

### PROPOSED CASH FLOW PROJECTIONS

**Table 2-17** shows the cash flow projections for the proposed financial plan excluding treatment pass-throughs. Revenues (Lines 1-6) are from **Table 2-6**. Revenue from revenue adjustments is based on the proposed financial plan scenario (**Table 2-16**). Operating expenses (Lines 8-13) are from **Table 2-8**. Net operating revenue (Line 15) is equal to the difference between total revenues (Line 6) and total expenses (Line 13). The City has no existing sewer debt service (Line 18), and proposed debt service is from **Table 2-9** (Line 16)**.** Rate funded CIP (Line 23) is from **Table 2-10** (Line 8). Net cash flow (Line 26) is equal to the net operating revenue (Line 15), less debt service (Line 20) and rate funded CIP (Line 24). Debt proceeds and debt funded CIP are not included in the cash flow projections.

The net operating revenue and cash flow in this scenario is positive by the end of the study period in FY 2030, meaning that the City's proposed revenues are sufficient to fund its operating expenses, debt service, and CIP.

## Table 2-17: Projected Combined Cash Flow (Proposed)

| Line | Combined Cash Flow (O&M, Replacement, and CIP) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Revenues (Excluding Pass-Through Revenues)** | | | | | |
| 2 | Rate Revenues at Existing Rates | $5,482,035 | $5,725,286 | $5,725,286 | $5,725,286 | $5,725,286 |
| 3 | Revenue Adjustments | $0 | $2,862,643 | $6,870,343 | $8,129,906 | $9,515,425 |
| 4 | Interest Income | $240,332 | $224,357 | $255,915 | $276,435 | $293,307 |
| 5 | Other Revenues | $41,500 | $45,500 | $45,500 | $45,500 | $45,500 |
| 6 | **Total** | **$5,763,868** | **$8,857,786** | **$12,897,044** | **$14,177,127** | **$15,579,518** |
| 7 | | | | | | |
| 8 | **Expenses (Excluding Pass-Through Expenses)** | | | | | |
| 9 | Base Expenses (Fund 430 and 434) | $8,103,249 | $5,829,395 | $6,038,189 | $6,254,944 | $6,479,981 |
| 10 | New Expense Programs (Fund 430 and 434) | $0 | $1,473,250 | $2,915,607 | $2,558,266 | $3,394,956 |
| 11 | Staffing Related to CIP Scenarios (Fund 430) | $0 | $206,000 | $2,227,890 | $1,420,545 | $1,125,509 |
| 12 | Interfund Expense (Fund 431) | $331,134 | $341,068 | $175,600 | $180,900 | $186,300 |
| 13 | **Total** | **$8,434,383** | **$7,849,713** | **$11,357,286** | **$10,414,654** | **$11,186,746** |
| 14 | | | | | | |
| 15 | **Net Operating Revenue** | **($2,670,515)** | **$1,008,074** | **$1,539,758** | **$3,762,473** | **$4,392,773** |
| 16 | | | | | | |
| 17 | **Debt Service** | | | | | |
| 18 | Existing Debt | $0 | $0 | $0 | $0 | $0 |
| 19 | Proposed Debt | $0 | $0 | $444,789 | $1,630,894 | $2,075,683 |
| 20 | **Total** | **$0** | **$0** | **$444,789** | **$1,630,894** | **$2,075,683** |
| 21 | | | | | | |
| 22 | **CIP** | | | | | |
| 23 | Rate Funded | $5,160,103 | $2,610,000 | $218,000 | $1,620,000 | $1,687,000 |
| 24 | **Total** | **$5,160,103** | **$2,610,000** | **$218,000** | **$1,620,000** | **$1,687,000** |
| 25 | | | | | | |
| 26 | **Net Cash Flow** | **($7,830,618)** | **($1,601,926)** | **$876,969** | **$511,579** | **$630,090** |

## PROPOSED FUND BALANCE PROJECTIONS

**Table 2-18** shows the O&M and Replacement fund balance projections for the proposed financial plan. Based on the sources (revenues) and uses (operating expenses, debt service, and transfer) of funds, the City's fund balances will be approximately $10.2M in FY 2030, from a starting balance of approximately $9.3M in FY 2026.

**Table 2-18: Projected O&M and Replacement Fund Balances (Proposed)**

| Line | Fund Balance (O&M and Replacement) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Beginning Fund Balance** | **$9,300,929** | **$6,961,548** | **$8,219,967** | **$9,096,935** | **$9,608,514** |
| 2 | | | | | | |
| 3 | **Sources of Funds** | | | | | |
| 4 | Rate Revenues at Existing Rates | $5,482,035 | $5,725,286 | $5,725,286 | $5,725,286 | $5,725,286 |
| 5 | Revenue Adjustments | $0 | $2,862,643 | $6,870,343 | $8,129,906 | $9,515,425 |
| 6 | Interest Income | $240,332 | $224,357 | $255,915 | $276,435 | $293,307 |
| 7 | Other Revenues | $41,500 | $45,500 | $45,500 | $45,500 | $45,500 |
| 8 | **Total** | **$5,763,868** | **$8,857,786** | **$12,897,044** | **$14,177,127** | **$15,579,518** |
| 9 | | | | | | |
| 10 | **Uses of Funds** | | | | | |
| 11 | Expenses (Excluding Interfund Expense) | $8,103,249 | $7,508,645 | $11,181,686 | $10,233,754 | $11,000,446 |
| 12 | Debt Service | $0 | $0 | $444,789 | $1,630,894 | $2,075,683 |
| 13 | Transfer to CIP Fund | $0 | $90,723 | $393,600 | $1,800,900 | $1,873,300 |
| 14 | **Total** | **$8,103,249** | **$7,599,367** | **$12,020,075** | **$13,665,548** | **$14,949,429** |
| 15 | | | | | | |
| 16 | **Ending Fund Balance** | **$6,961,548** | **$8,219,967** | **$9,096,935** | **$9,608,514** | **$10,238,604** |

**Table 2-19** shows the CIP fund balance projections for the proposed financial plan. Existing reserves are used to fund rate funded CIP and interfund expenses through FY 2027. Once existing reserves are depleted, transfers from the O&M and Replacement funds are used to fund the remaining expenses. The City's fund balances are projected to maintain a zero ending balance from FY 2027 onward as annual transfers from O&M and Replacement funds are adjusted to meet annual funding needs in each year of the study period.

### Table 2-19: Projected CIP Fund Balances (Proposed)

| Line | Fund Balance (CIP) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Beginning Fund Balance** | **$8,351,582** | **$2,860,345** | **$0** | **$0** | **$0** |
| 2 | | | | | | |
| 3 | **Sources of Funds** | | | | | |
| 4 | Debt Proceeds | $0 | $0 | $6,000,000 | $16,000,000 | $6,000,000 |
| 5 | Transfer from O&M Fund | $0 | $90,723 | $393,600 | $1,800,900 | $1,873,300 |
| 6 | **Total** | **$0** | **$90,723** | **$6,393,600** | **$17,800,900** | **$7,873,300** |
| 7 | | | | | | |
| 8 | **Uses of Funds** | | | | | |
| 9 | Interfund Expense | $331,134 | $341,068 | $175,600 | $180,900 | $186,300 |
| 10 | Debt Funded CIP | $0 | $0 | $6,000,000 | $16,000,000 | $6,000,000 |
| 11 | Rate Funded CIP | $5,160,103 | $2,610,000 | $218,000 | $1,620,000 | $1,687,000 |
| 12 | **Total** | **$5,491,237** | **$2,951,068** | **$6,393,600** | **$17,800,900** | **$7,873,300** |
| 13 | | | | | | |
| 14 | **Ending Fund Balance** | **$2,860,345** | **$0** | **$0** | **$0** | **$0** |

## PROPOSED FINANCIAL PERFORMANCE

The City's financial performance is evaluated based on the reserve targets and debt coverage requirements, as shown in **Table 2-20**. Under the proposed financial plan, the City will meet its reserve targets by the end of the study period in FY 2030 and debt coverage requirements for newly proposed debt starting in FY 2028.

### Table 2-20: Projected Financial Performance (Proposed)

| Line | Financial Performance | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Adopted Reserve Policy** | | | | | |
| 2 | Operating Reserve Target | $7,367,794 | $7,599,432 | $9,209,563 | $9,224,797 | $9,770,583 |
| 3 | Ending O&M and R&R Fund Balance | $6,961,548 | $8,219,967 | $9,096,935 | $9,608,514 | $10,238,604 |
| 4 | ***Meets Target?*** | ***No*** | ***Yes*** | ***No*** | ***Yes*** | ***Yes*** |
| 5 | | | | | | |
| 6 | **Debt Coverage** | | | | | |
| 7 | Required Debt Coverage | 125% | 125% | 125% | 125% | 125% |
| 8 | Calculated Debt Coverage | No Debt | No Debt | 346% | 231% | 212% |
| 9 | ***Meets Target?*** | ***No Debt*** | ***No Debt*** | ***Yes*** | ***Yes*** | ***Yes*** |

**Figure 2-2** shows the projected O&M and Replacement fund balances under the proposed scenario. In this scenario, the City will meet its operating reserve target by the end of the study period in FY 2030.

**Figure 2-2: Projected O&M and Replacement Fund Balances (Proposed)**

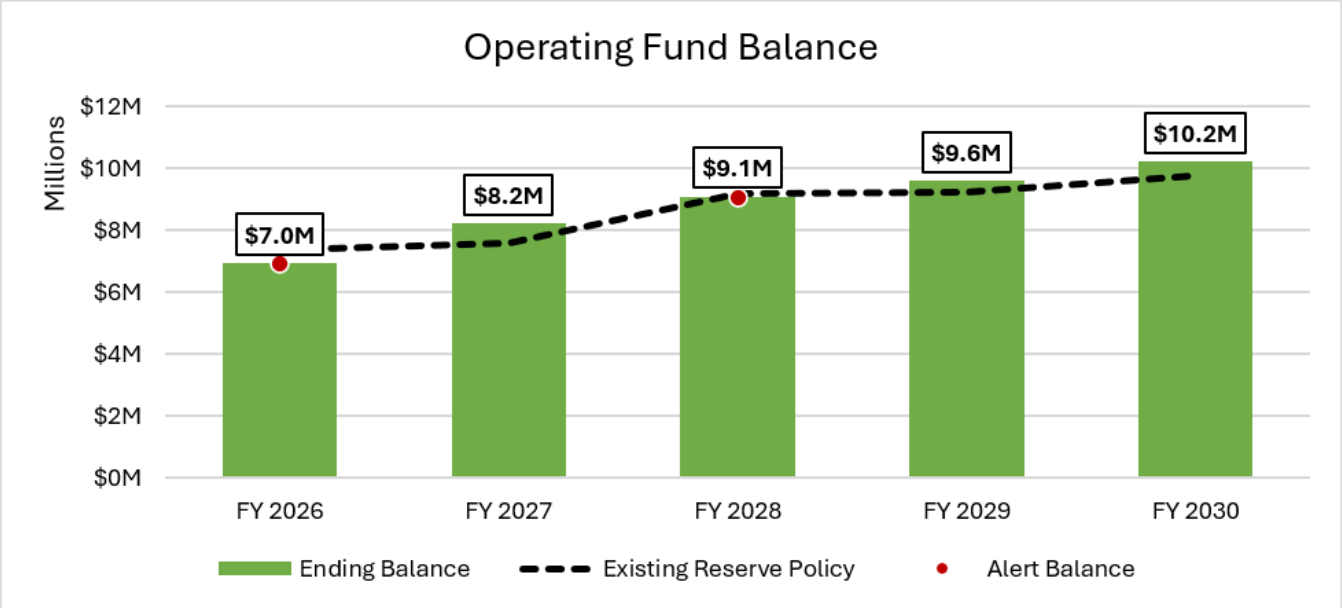
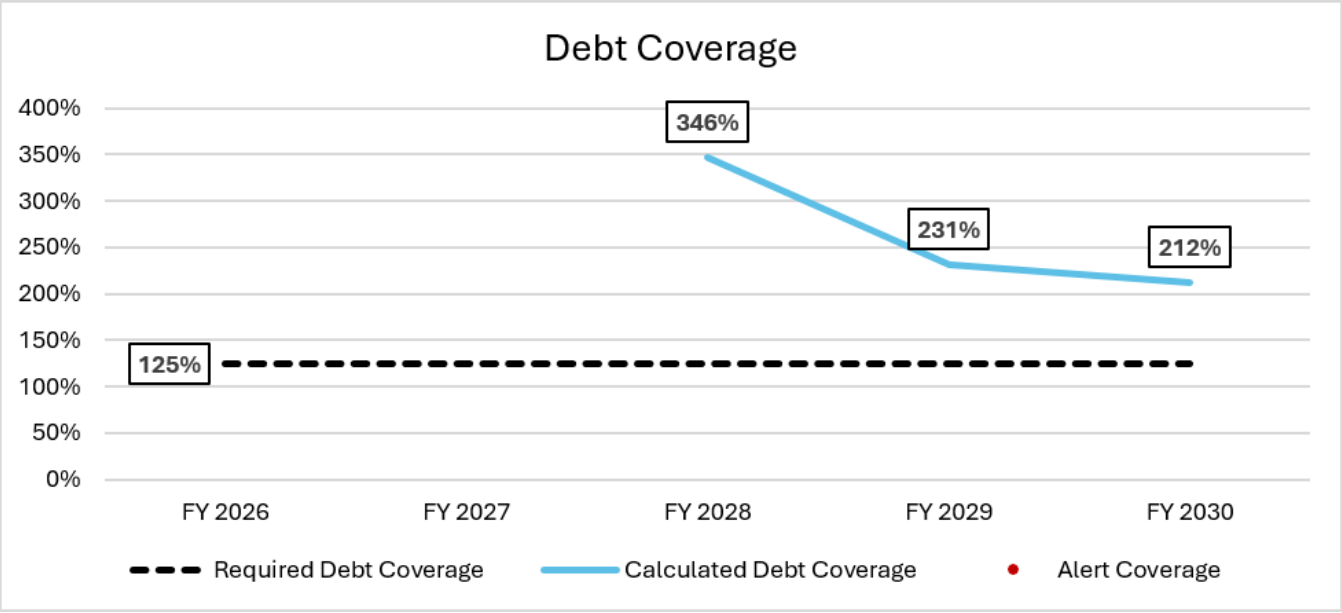



**Figure 2-3** shows the projected debt coverage under the proposed scenario. In this scenario, the City will meet its debt coverage requirements in all years for proposed debt issuances starting in FY 2028.

**Figure 2-3: Projected Debt Coverage (Proposed)**



# 3. COST-OF-SERVICE ANALYSIS AND SEWER RATES

## 3.1 COST-OF-SERVICE AND RATE OVERVIEW

### COST-OF-SERVICE AND RATES METHODOLOGY

A cost-of-service analysis is a technical process used to determine the cost of providing sewer service to the City's customers based on each customer's use of and burden on the sewer system. The cost-of-service analysis is the basis of the nexus between the costs incurred by the utility to provide sewer service and the sewer rates charged to customers, which is a requirement of Proposition 218.

The overall goal of the cost-of-service analysis is to develop "unit costs," which provide the basis from which proposed rates are directly calculated. Note that although the study period spans multiple years, the cost-of-service analysis is limited to a single representative year referred to as the "test year." The test year in this study is FY 2027.

The proposed sewer rate schedule was developed based on the results of the proposed financial plan and cost-of-service analysis. The key steps in conducting a cost-of-service analysis and developing the proposed rate schedule are outlined below:

- **Revenue requirement determination**: The revenue requirement for the test year is determined based on the results of the proposed financial plan and allocated to each customer class based on wastewater flow estimates.
- **Unit cost development**: Allocated revenue requirements are divided by the appropriate units of service for each customer class to establish unit costs for the test year (FY 2027). Unit costs represent proposed rates for the first year of rates (FY 2027). Although total rate revenues in the first year of adjustments (FY 2027) are designed to increase by the proposed revenue adjustment percentage (100% in FY 2027), the proposed percentage increase to each rate/charge varies due to the updated cost-of-service allocations.
- **Rate schedule development**: Proposed rates for the full study period are calculated by increasing the FY 2027 rates by the proposed annual revenue adjustment percentages from the proposed financial plan.

### PROPOSED CHANGES TO RATE STRUCTURE

Currently, the City charges different bi-monthly fixed residential charges to Condo and Multi-Family customers. WRE recommends aligning the Condo and Multi-Family bi-monthly fixed charges to simplify the City's rate structure and better align with peer agency practices, including DSRSD. Because Condo and Multi-Family customers have similar household densities and estimated wastewater generation characteristics, combining these customer classes into a single rate is appropriate.

The City also currently charges different Commercial and Industrial variable charges based on commercial class. WRE recommends consolidating these charges into one variable charge applicable to all Commercial and Industrial customers in line with cost-of-service principles and DSRSD's customer classifications. Collection and transport costs associated with delivering wastewater to regional treatment facilities are primarily driven by wastewater flow and do not vary based on commercial class.

The proposed four-year sewer rate schedule in this section is based on the updated cost-of-service analysis and the proposed revenue adjustments in the four-year period. The rate schedule shows the proposed sewer rates to be implemented starting in January 2027 and every July thereafter.

## 3.2 REVENUE REQUIREMENT

The total rate revenue requirement for the test year, FY 2027, is based on the financial plan projections for that year as shown in **Table 3-1**, and is calculated based on the following components:

- **Revenue requirements** include base, new expense program, staffing related to CIP scenario, and interfund expenses (**Table 2-17**, Lines 9-12) in addition to debt service (**Table 2-17**, Line 20) and rate funded CIP (**Table 2-17**, Line 24).
- **Revenue offsets** include interest income (**Table 2-17**, Line 4) and other revenues (**Table 2-17**, Line 5).
- **Adjustments** include net cash flow (**Table 2-17**, Line 26) and an adjustment to annualize the mid-year rate adjustment effective on 1/1/2027 for one full year (Line 16).

The total revenue required from rates is equal to the revenue requirements, less revenue offsets and adjustments. Note that the total revenue from rates (Line 20) less the annualized revenue adjustment is equal to the sewer rate revenues for FY 2027 (**Table 2-17**, sum of Lines 2 and 3).

**Table 3-1: Revenue Requirement (FY 2027)**

| Line | Revenue Requirement (FY 2027) | Flow |
|---|---|---|
| 1 | **Revenue Requirements** | |
| 2 | Base Expenses | $5,829,395 |
| 3 | New Expense Programs | $1,473,250 |
| 4 | Staffing Related to CIP Scenarios | $206,000 |
| 5 | Interfund Expense (Fund 431) | $341,068 |
| 6 | Debt Service | $0 |
| 7 | Rate Funded Capital Projects | $2,610,000 |
| 8 | **Subtotal** | **$10,459,713** |
| 9 | | |
| 10 | **Revenue Offsets** | |
| 11 | Interest Income | $224,357 |
| 12 | Other Revenues | $45,500 |
| 13 | **Subtotal** | **$269,857** |
| 14 | | |
| 15 | **Adjustments** | |
| 16 | Annualized Revenue Adjustment | ($2,862,643) |
| 17 | Cash Balance Adjustment | $1,601,926 |
| 18 | **Subtotal** | **($1,260,717)** |
| 19 | | |
| 20 | **Total Revenue Requirement** | **$11,450,572** |

## 3.3 UNITS OF SERVICE AND FLOW ESTIMATES

The next step in the cost-of-service analysis is to estimate the wastewater flow for each customer class since wastewater flow data is not typically metered. Residential wastewater flow estimates are based on household size data and city-specific indoor water consumption in gallons per capita per day (gpcd). Non-residential wastewater flow estimates are based on actual water consumption data from FY 2025, and a wastewater return factor which represents the portion of water consumption that is returned to the sewer collection system based on FY 2025 average winter consumption relative to average annual consumption[10].

### RESIDENTIAL AND NON-RESIDENTIAL FLOW ESTIMATES

**Table 3-2** and **Table 3-3** shows the Residential and Non-Residential wastewater flow estimates by customer class, respectively.

Residential wastewater flow is estimated for each customer class based on household size census data from the 2024 American Community Survey and indoor water consumption data in gpcd from the City's Annual Urban Water Use Objective and Water Use Report from FY 2025.

[10] Average winter consumption is used as a proxy for average indoor consumption.

Estimated annual wastewater flow is calculated by converting indoor water consumption in gpcd to ccf per capita per year and multiplying consumption by household size and units (**Table 2-3**) for each customer class. Accounts for each customer class are equal to units for all classes except for Condo and Multi-Family whose accounts were provided by staff[11].

Non-Residential wastewater flow estimates are based on actual FY 2025 water consumption and accounts provided by staff. Commercial classes are allocated to their most closely associated DSRSD strength class based on review of FY 2025 billing data.

The applied percentage reflects the portion of estimated wastewater flow included in the cost-of-service analysis. A 100% factor is applied to all customer classes served directly by the City's sewer collection system. For customers in the Castlewood Service Area, a 7.785% factor is applied to reflect Castlewood's proportionate use of the City's system. The applied wastewater flow, accounts, and units are calculated by multiplying wastewater flow, accounts and units by the applied percentage for each customer class.

[11] One Multi-Family or Condo meter may serve multiple units (For example, one apartment building has one account and serves four units).

## Table 3-2: Residential Flow Estimates by Customer Class

| Line | Residential Flow | Household Size | Units (DUs) | Indoor Use (gpcd) | Est. Wastewater Flow (ccf) | Accounts | Applied Percentage | Applied Wastewater Flow (ccf) | Applied Accounts | Applied Units |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Utility Billing** | | | | | | | | | |
| 2 | Single Family | 3.06 | 18,895 | 51 | 1,438,897 | 18,895 | 100% | 1,438,897 | 18,895 | 18,895 |
| 3 | Single Family w/ 2nd Residence | 5.18 | 206 | 51 | 26,556 | 206 | 100% | 26,556 | 206 | 206 |
| 4 | Condo | 2.12 | 1,585 | 51 | 83,623 | 406 | 100% | 83,623 | 406 | 1,585 |
| 5 | Multi-Family | 2.12 | 5,895 | 51 | 310,988 | 241 | 100% | 310,988 | 241 | 5,895 |
| 6 | | | | | | | | | | |
| 7 | **Property Tax Roll** | | | | | | | | | |
| 8 | Single Family | 3.06 | 179 | 51 | 13,631 | 179 | 100% | 13,631 | 179 | 179 |
| 9 | Single Family w/ 2nd Residence | 5.18 | 0 | 51 | 0 | 0 | 100% | 0 | 0 | 0 |
| 10 | Condo | 2.12 | 256 | 51 | 13,506 | 256 | 100% | 13,506 | 256 | 256 |
| 11 | Multi-Family | 2.12 | 0 | 51 | 0 | 0 | 100% | 0 | 0 | 0 |
| 12 | | | | | | | | | | |
| 13 | **Ruby Hill** | | | | | | | | | |
| 14 | Single Family | 3.06 | 851 | 51 | 64,806 | 851 | 100% | 64,806 | 851 | 851 |
| 15 | | | | | | | | | | |
| 16 | **Castlewood** | | | | | | | | | |
| 17 | Single Family | 3.06 | 206 | 51 | 15,687 | 206 | 7.785% | 1,221 | 16 | 16 |
| 18 | | | | | | | | | | |
| 19 | **Total - Residential Flow** | | | | **1,967,695** | | | **1,953,229** | **21,050** | **27,883** |

## Table 3-3: Non-Residential Flow Estimates by Customer Class

| Line | Non-Residential Water Use | Billed | Water Usage (ccf) | Accounts | Applied Percentage | Applied Water Usage (ccf) | Applied Accounts |
|---|---|---|---|---|---|---|---|
| 1 | **City of Pleasanton** | | | | | | |
| 2 | | | | | | | |
| 3 | **Commercial** | | | | | | |
| 4 | Auto Steam Cleaning | Between 900 and 1,050 mg/L | 143 | 1 | 100% | 143 | 1 |
| 5 | Bakery | Between 900 and 1,050 mg/L | 18,568 | 14 | 100% | 18,568 | 14 |
| 6 | Laundry | Less than or equal to 300 mg/L | 477 | 4 | 100% | 477 | 4 |
| 7 | Grocery with Disposal | Between 750 and 900 mg/L | 5,122 | 5 | 100% | 5,122 | 5 |
| 8 | Mortuary | Between 750 and 900 mg/L | 87 | 1 | 100% | 87 | 1 |
| 9 | Restaurant, Fast Food | Between 450 and 600 mg/L | 27,328 | 47 | 100% | 27,328 | 47 |
| 10 | Restaurant, Full Service | Between 600 and 750 mg/L | 105,466 | 114 | 100% | 105,466 | 114 |
| 11 | All Other | Less than or equal to 300 mg/L | 419,899 | 748 | | 419,899 | 748 |
| 12 | **Subtotal** | | **577,090** | **934** | | **577,090** | **934** |
| 13 | | | | | | | |
| 14 | **Institutional** | | | | | | |
| 15 | Schools, Submetered | Less than or equal to 300 mg/L | 12,416 | 12 | 100% | 12,416 | 12 |
| 16 | Schools, Not Submetered | Less than or equal to 300 mg/L | 33,462 | 4 | 100% | 33,462 | 4 |
| 17 | **Subtotal** | | **45,878** | **16** | | **45,878** | **16** |
| 18 | | | | | | | |
| 19 | **Total - City of Pleasanton** | | **622,968** | **950** | | **622,968** | **950** |
| 20 | | | | | | | |
| 21 | **Ruby Hill** | | | | | | |
| 22 | | | | | | | |
| 23 | **Commercial** | | | | | | |
| 24 | Restaurant, Full Service | Between 450 and 600 mg/L | 4,649 | 3 | 100% | 4,649 | 3 |
| 25 | All Other | Less than or equal to 300 mg/L | 786 | 2 | 100% | 786 | 2 |
| 26 | **Total - Ruby Hill** | | **5,435** | **5** | | **5,435** | **5** |
| 27 | | | | | | | |

| Line | Non-Residential Water Use | Billed | Water Usage (ccf) | Accounts | Applied Percentage | Applied Water Usage (ccf) | Applied Accounts |
|---|---|---|---|---|---|---|---|
| 28 | **Castlewood** | | | | | | |
| 29 | | | | | | | |
| 30 | Restaurant, Full Service | Between 450 and 600 mg/L | 5,603 | 1 | 8% | 436 | 0 |
| 31 | | | | | | | |
| 32 | **Alco** | | | | | | |
| 33 | | | | | | | |
| 34 | All Other | Less than or equal to 300 mg/L | 38,628 | 1 | 100% | 38,628 | 1 |
| 35 | | | | | | | |
| 36 | **Industrial** | | | | | | |
| 37 | | | | | | | |
| 38 | Industrial, Low Strength | Less than or equal to 300 mg/L | 9,601 | 2 | 100% | 9,601 | 2 |
| 39 | Industrial, Medium Strength | Between 450 and 600 mg/L | 12,594 | 1 | 100% | 12,594 | 1 |
| 40 | **Total - Industrial** | | **22,195** | **3** | | **22,195** | **3** |
| 41 | | | | | | | |
| 42 | **Total - Commercial Water Usage** | | **694,829** | **1,910** | | **689,662** | **959** |

## FLOW ESTIMATES SUMMARY

**Table 3-4** shows a summary of the applied water consumption, accounts, and units by customer class based on the calculations from **Table 3-2** and **Table 3-3**.

### Table 3-4: Flow Estimates Summary by Customer Class

| Line | Customer Class | Applied Water Usage (ccf) | Applied Accounts | Applied Units |
|---|---|---|---|---|
| 1 | **Residential** | | | |
| 2 | Single Family | 1,518,555 | 19,941 | 19,941 |
| 3 | Single Family w/ 2nd Residence | 26,556 | 206 | 206 |
| 4 | Condo | 97,129 | 662 | 1,841 |
| 5 | Multi-Family | 310,988 | 241 | 5,895 |
| 6 | **Subtotal** | **1,953,229** | **21,050** | **27,883** |
| 7 | | | | |
| 8 | **Commercial/ Industrial** | | | |
| 9 | Less than or equal to 300 mg/L | 469,391 | 757 | |
| 10 | Between 300 and 450 mg/L | 0 | 0 | |
| 11 | Between 450 and 600 mg/L | 45,007 | 51 | |
| 12 | Between 600 and 750 mg/L | 105,466 | 114 | |
| 13 | Between 750 and 900 mg/L | 5,209 | 6 | |
| 14 | Between 900 and 1,050 mg/L | 18,711 | 15 | |
| 15 | Greater than 1,050 mg/L | 0 | 0 | |
| 16 | **Subtotal** | **643,784** | **943** | |
| 19 | | | | |
| 20 | **Institutional** | | | |
| 21 | Schools, Submetered | 12,416 | 12 | |
| 22 | Schools, Not Submetered | 33,462 | 4 | |
| 23 | **Total** | **45,878** | **16** | |

## 3.4 REVENUE REQUIREMENT ALLOCATION

**Table 3-5** shows the allocation of the rate revenue requirement to each customer class. Since the City is only collecting and transporting wastewater flow, the total revenue requirement (**Table 3-1**, Line 20) is allocated among customer classes in proportion to their estimated wastewater flows. Accounts and water consumption is from **Table 3-4**. A return factor is calculated for each Non-Residential customer class based on FY 2025 average winter consumption relative to average annual consumption[12]. Non-Residential wastewater flow in ccf is calculated by multiplying water consumption by the return factor; Residential wastewater flow is from **Table 3-4**. The flow allocation for each customer class represents the proportion of wastewater flow for each class relative to total wastewater flow through the City's system and the total revenue requirement is allocated accordingly.

**Table 3-5: Revenue Requirement Allocation by Customer Class**

| Line | Customer Class | Accounts | Water Usage (ccf) | Return Factor | Wastewater Flow (ccf) | Flow Allocation | Total Cost-of-Service |
|---|---|---|---|---|---|---|---|
| 1 | **Residential** | | | | | | |
| 2 | Single Family | 19,941 | | | 1,518,555 | 59.6% | $6,822,633 |
| 3 | Single Family w/ 2nd Residence | 206 | | | 26,556 | 1.0% | $119,311 |
| 4 | Condo | 662 | | | 97,129 | 3.8% | $436,388 |
| 5 | Multi-Family | 241 | | | 310,988 | 12.2% | $1,397,223 |
| 6 | **Subtotal** | **21,050** | | | **1,953,229** | **76.6%** | **$8,775,555** |
| 7 | | | | | | | |
| 8 | **Commercial/Industrial** | | | | | | |
| 9 | Less than or equal to 300 mg/L | 757 | 469,391 | 90.6% | 425,297 | 16.7% | $1,910,794 |
| 10 | Between 300 and 450 mg/L | 0 | 0 | 90.6% | 0 | 0.0% | $0 |
| 11 | Between 450 and 600 mg/L | 51 | 45,007 | 90.6% | 40,779 | 1.6% | $183,215 |
| 12 | Between 600 and 750 mg/L | 114 | 105,466 | 90.6% | 95,559 | 3.7% | $429,330 |
| 13 | Between 750 and 900 mg/L | 6 | 5,209 | 90.6% | 4,720 | 0.2% | $21,205 |
| 14 | Between 900 and 1,050 mg/L | 15 | 18,711 | 90.6% | 16,953 | 0.7% | $76,169 |
| 15 | Greater than 1,050 mg/L | 0 | 0 | 90.6% | 0 | 0.0% | $0 |
| 16 | **Subtotal** | **943** | **643,784** | | **583,308** | **22.9%** | **$2,620,712** |

[12] Average winter consumption is used as a proxy for average indoor consumption.

| Line | Customer Class | Accounts | Water Usage (ccf) | Return Factor | Wastewater Flow (ccf) | Flow Allocation | Total Cost-of-Service |
|---|---|---|---|---|---|---|---|
| 17 | | | | | | | |
| 18 | **Institutional** | | | | | | |
| 19 | Schools, Submetered | 12 | 12,416 | 45.1% | 5,595 | 0.2% | $25,137 |
| 20 | Schools, Not Submetered | 4 | 33,462 | 19.4% | 6,492 | 0.3% | $29,168 |
| 21 | **Subtotal** | **16** | **45,878** | | **12,087** | **0.5%** | **$54,305** |
| 22 | | | | | | | |
| 23 | **Total** | **22,009** | | | **2,548,624** | **100.0%** | **$11,450,572** |

## 3.5 UNIT COST DERIVATION

**Table 3-6** shows the units of service for all customer classes based on the revenue requirement allocation (**Table 3-5**) and units of service (**Table 3-4**). The unit rate for each customer class is calculated based on dividing the cost-of-service allocation by the units of service, accounting for six billing periods per year and rounded to the nearest cent and represents the rate for the first year of proposed rates in FY 2027. The rates for the Castlewood Service Area (Lines 6 and 17) are calculated by multiplying the Single Family and Commercial rates by the applied percentage of 7.785%.

**Table 3-6: Unit Cost Derivation**

| Line | Customer Class | Total Cost-of-Service | Units of Service | Unit | Unit Rate (Rounded) |
|---|---|---|---|---|---|
| 1 | **Residential** | | | | |
| 2 | Single Family | $6,822,633 | 19,941 | dwelling units (DUs) | $57.03 |
| 3 | Single Family w/ 2nd Residence | $119,311 | 206 | dwelling units (DUs) | $96.53 |
| 4 | Condo | $436,388 | 1,841 | dwelling units (DUs) | $39.51 |
| 5 | Multi-Family | $1,397,223 | 5,895 | dwelling units (DUs) | $39.51 |
| 6 | Castlewood Single Family | | | | $4.44 |
| 7 | **Subtotal** | **$8,775,555** | **27,883** | | |
| 8 | | | | | |
| 9 | **Commercial/Industrial** | | | | |
| 10 | Less than or equal to 300 mg/L | $1,910,794 | 469,391 | water usage (ccf) | $4.08 |
| 11 | Between 300 and 450 mg/L | $0 | 0 | water usage (ccf) | $4.08 |
| 12 | Between 450 and 600 mg/L | $183,215 | 45,007 | water usage (ccf) | $4.08 |
| 13 | Between 600 and 750 mg/L | $429,330 | 105,466 | water usage (ccf) | $4.08 |
| 14 | Between 750 and 900 mg/L | $21,205 | 5,209 | water usage (ccf) | $4.08 |
| 15 | Between 900 and 1,050 mg/L | $76,169 | 18,711 | water usage (ccf) | $4.08 |
| 16 | Greater than 1,050 mg/L | $0 | 0 | water usage (ccf) | $0.00 |
| 17 | Castlewood | | | | $0.32 |
| 18 | **Subtotal** | **$2,620,712** | **643,784** | | |
| 19 | | | | | |
| 20 | **Institutional** | | | | |
| 21 | Schools, Submetered | $25,137 | 12,416 | water usage (ccf) | $2.03 |
| 22 | Schools, Not Submetered | $29,168 | 33,462 | water usage (ccf) | $0.88 |
| 23 | **Subtotal** | **$54,305** | **45,878** | | |
| 24 | | | | | |
| 25 | **Total** | **$11,450,572** | | | |

## 3.6 PROPOSED SEWER RATE SCHEDULE

### REVENUE ADJUSTMENTS

**Table 3-7** shows the annual revenue adjustments based on the proposed financial plan scenario. The FY 2027 charges are increased by the revenue adjustments to determine the proposed sewer rates for future years.

**Table 3-7: Revenue Adjustments (Proposed)**

| Line | Fiscal Year | Effective Date | Revenue Adjustments |
|---|---|---|---|
| 1 | FY 2027 | 1/1/2027 | 100.0% |
| 2 | FY 2028 | 7/1/2027 | 10.0% |
| 3 | FY 2029 | 7/1/2028 | 10.0% |
| 4 | FY 2030 | 7/1/2029 | 10.0% |

### FOUR-YEAR SEWER RATE SCHEDULE

The proposed four-year sewer rate schedule in this section is based on the updated cost-of-service analysis and the proposed revenue adjustments in the four-year period. The rate schedule shows the proposed sewer rates to be implemented starting in January 2027 and each July thereafter.

**Table 3-8** shows the current[13] and proposed bi-monthly fixed residential charges, commercial and industrial variable charges, and institutional variable charges.

**Table 3-8: Current and Proposed Pleasanton Collection Sewer Rates**

| Line | Pleasanton Collection Sewer Rates | Current 7/1/2026 | Effective 1/1/2027 | Effective 7/1/2027 | Effective 7/1/2028 | Effective 7/1/2029 |
|---|---|---|---|---|---|---|
| 1 | **Bi-Monthly Fixed Residential Charges ($/ DU)** | | | | | |
| 2 | Single Family | $31.70 | $57.03 | $62.74 | $69.02 | $75.93 |
| 3 | Single Family w/ 2nd Residence | $48.28 | $96.53 | $106.19 | $116.81 | $128.50 |
| 4 | Condo | $21.77 | $39.51 | $43.47 | $47.82 | $52.61 |
| 5 | Multi-Family | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |
| 6 | | | | | | |
| 7 | **Commercial/Industrial Variable Charges ($/ ccf)** | | | | | |
| 8 | All Commercial/Industrial Customers | N/A | $4.08 | $4.49 | $4.94 | $5.44 |
| 9 | Minimum Charge | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |
| 10 | | | | | | |
| 11 | **Institutional Variable Charges ($/ ccf)** | | | | | |
| 12 | Schools, Submetered | $1.46 | $2.03 | $2.24 | $2.47 | $2.72 |
| 13 | Schools, Not Submetered | $0.95 | $0.88 | $0.97 | $1.07 | $1.18 |

## 3.7 CUSTOMER IMPACTS AND RATE SURVEY

### CUSTOMER IMPACTS

WRE evaluated the impacts to all of the City's customer classes (Residential and Non-Residential) based on the proposed sewer rates effective in January 2027 compared to CPI-adjusted rates effective in July 2026. Total customer impacts include the effect of both Pleasanton collection charges (**Table 3-8**) and DSRSD and City of Livermore treatment pass-through charges.

**Table 3-9** shows the FY 2027 (Effective 7/1/2026) DSRSD and City of Livermore treatment pass-through charges utilized to show the full customer impact to each customer class. All customer classes receive treatment services from DSRSD except for Ruby Hill customers which receive treatment services from the City of Livermore. To determine the DSRSD treatment rate for each Pleasanton Non-Residential customer class, the most closely associated DSRSD strength class is

[13] Current rates are based on an assumed 3.0% CPI increase from rates effective in January 2026.

allocated to each commercial class based on review of account-level FY 2025 Pleasanton and DSRSD billing data.

**Table 3-9: DSRSD and Livermore Treatment Pass-Through Charges**

| Line | DSRSD and Livermore Treatment Pass-Through Charges ($/ ccf) | Billed DSRSD / Livermore Class | FY 2027 Treatment Rate |
|---|---|---|---|
| 1 | **Pleasanton / DSRSD** | | |
| 2 | Single Family | Single Family | $65.58 |
| 3 | Single Family w/ 2nd Residence | Single Family w/ 2nd Residence | $131.17 |
| 4 | Condo | Condo | $51.16 |
| 5 | Multi-Family | Multi-Family | $51.16 |
| 6 | **Ruby Hill / Livermore** | | |
| 7 | Single Family | Single Family | $155.98 |
| 8 | **Non-Residential** | | |
| 9 | Auto Steam Cleaning | Between 900 and 1,050 mg/L | $9.06 |
| 10 | Bakery | Between 900 and 1,050 mg/L | $9.06 |
| 11 | Laundry | Less than or equal to 300 mg/L | $3.80 |
| 12 | Grocery with Disposal | Between 750 and 900 mg/L | $8.01 |
| 13 | Mortuary | Between 750 and 900 mg/L | $8.01 |
| 14 | Restaurant, Fast Food | Between 450 and 600 mg/L | $5.92 |
| 15 | Restaurant, Full Service | Between 600 and 750 mg/L | $6.98 |
| 16 | All Other | Less than or equal to 300 mg/L | $3.80 |
| 17 | Schools, Submetered | Less than or equal to 300 mg/L | $3.80 |
| 18 | Schools, Not Submetered | Less than or equal to 300 mg/L | $3.80 |

Table 3-10 shows the proposed bi-monthly bill impacts for each Residential customer class. Current and proposed collection bills include City of Pleasanton collection charges only (**Table 3-8**, Lines 2-5). Current and proposed combined bills include FY 2027 treatment costs in addition to Pleasanton collection bills. Based on current and proposed charges, the bi-monthly impact to Single Family customers will be $25.33.

Note that the City of Livermore currently offers a 10% discount on treatment charges and is currently evaluating a reduction of the Ruby Hill discount. Upon completion of the City of Livermore's evaluation, City staff will coordinate with the City Council on a recommendation for the Ruby Hill discount program. For customer impacts, current combined bills include the discount on treatment charges, and no discount is applied to collection charges nor proposed treatment charges. Based on the current proposed charges, the bi-monthly bill impact to Ruby Hill customers will be $25.33.

### Table 3-10: Residential Customer Bi-Monthly Bill Impacts

| Line | Residential Customers | Current Collection Bill | Proposed Collection Bill | Difference ($) | Current Combined Bill | Proposed Combined Bill | Difference ($) |
|---|---|---|---|---|---|---|---|
| 1 | **Pleasanton / DSRSD** | | | | | | |
| 2 | Single Family | $31.70 | $57.03 | **$25.33** | $97.28 | $122.61 | **$25.33** |
| 3 | Single Family w/ 2nd Residence | $48.28 | $96.53 | **$48.25** | $179.45 | $227.70 | **$48.25** |
| 4 | Condo | $21.77 | $39.51 | **$17.74** | $72.93 | $90.67 | **$17.74** |
| 5 | Multi-Family | $16.58 | $39.51 | **$22.93** | $67.74 | $90.67 | **$22.93** |
| 6 | **Ruby Hill / Livermore** | | | | | | |
| 7 | Single Family | $31.70 | $57.03 | **$25.33** | $187.68 | $213.01 | **$25.33** |

**Table 3-11** shows the proposed bi-monthly bill impacts for each Non-Residential customer class (including current Commercial, Industrial, and Institutional customer classes) based on average bi-monthly usage in ccf for each class. Current and proposed collection bills include City of Pleasanton collection charges only (**Table 2-1**, Lines 10-21 and **Table 3-8**, Line 8). Current and proposed combined bills include FY 2027 treatment costs in addition to Pleasanton collection bills.

The most common Commercial and Industrial customer classifications are All Other and Full Service Restaurant. Based on current and proposed changes, the bi-monthly impact to a typical office or retail customer in the All Other classification using 94 ccf of water will be an increase of $241.58. Similarly, the bi-monthly impact to a Full Service Restaurant using 154 ccf of water will be an increase of $371.14.

For Institutional customers, the most common customer classification is Submetered Schools. The bi-monthly impact to a Submetered School using 172 ccf of water will be an increase of $98.04.

**Table 3-11: Non-Residential Customer Bi-Monthly Bill Impacts**

| Line | Non-Residential Customers | Average Bi-Monthly Use (ccf) | Current Collection Bill | Proposed Collection Bill | Difference ($) | Current Combined Bill | Proposed Combined Bill | Difference ($) |
|---|---|---|---|---|---|---|---|---|
| 1 | Auto Steam Cleaning | 24 | $42.96 | $97.92 | **$54.96** | $260.40 | $315.36 | **$54.96** |
| 2 | Bakery | 221 | $393.38 | $901.68 | **$508.30** | $2,395.64 | $2,903.94 | **$508.30** |
| 3 | Laundry | 20 | $35.80 | $81.60 | **$45.80** | $111.80 | $157.60 | **$45.80** |
| 4 | Grocery with Disposal | 171 | $292.41 | $697.68 | **$405.27** | $1,662.12 | $2,067.39 | **$405.27** |
| 5 | Mortuary | 15 | $31.35 | $61.20 | **$29.85** | $151.50 | $181.35 | **$29.85** |
| 6 | Restaurant, Fast Food | 97 | $161.99 | $395.76 | **$233.77** | $736.23 | $970.00 | **$233.77** |
| 7 | Restaurant, Full Service | 154 | $257.18 | $628.32 | **$371.14** | $1,332.10 | $1,703.24 | **$371.14** |
| 8 | All Other | 94 | $141.94 | $383.52 | **$241.58** | $499.14 | $740.72 | **$241.58** |
| 9 | Schools, Submetered | 172 | $251.12 | $349.16 | **$98.04** | $904.72 | $1,002.76 | **$98.04** |
| 10 | Schools, Not Submetered | 1,394 | $1,324.30 | $1,226.72 | **($97.58)** | $6,621.50 | $6,523.92 | **($97.58)** |

## RATE SURVEY

WRE compared the current and proposed combined bi-monthly sewer bills for Single Family, Full Service Restaurant, and Submetered School customers at average monthly usage relative to the current bills of nearby agencies serving the Tri-Valley Cities (Dublin, Livermore, and Pleasanton).

**Figure 3-1** shows the current and proposed bi-monthly bills for Single Family customers relative to other nearby agencies. Currently Pleasanton bills are comparable to DSRSD and substantially below Livermore bills. After the proposed changes, Pleasanton bills are near the midpoint of the range, remaining higher than DSRSD bills and lower than Livermore bills.

**Figure 3-1: Single Family Bi-Monthly Sewer Rate Survey**

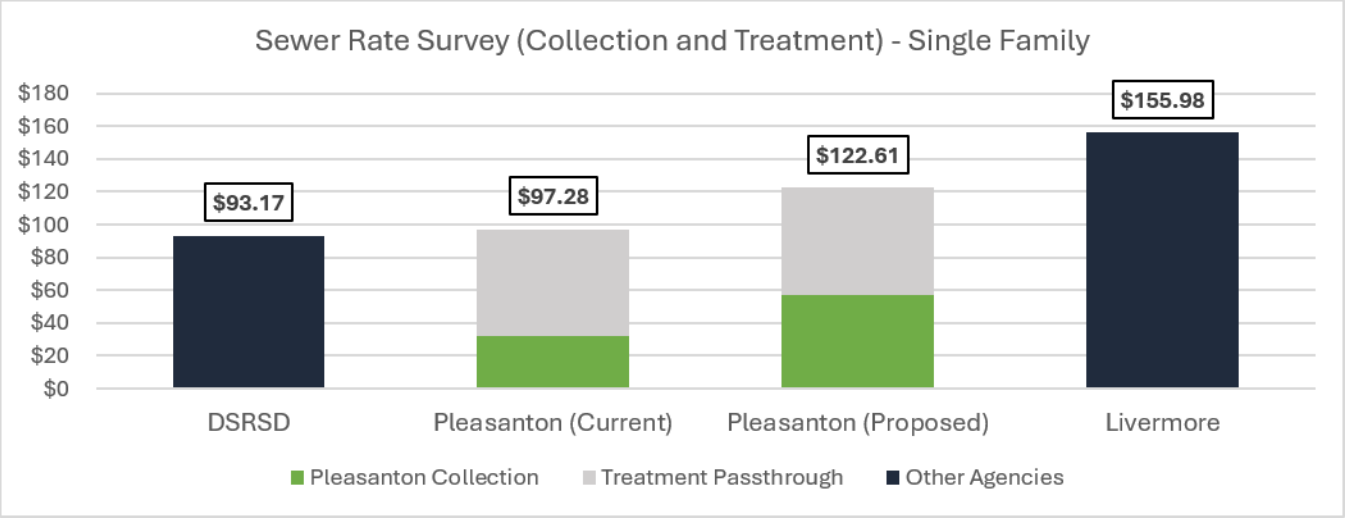



**Figure 3-2** shows the current and proposed bi-monthly bills for Full Service Restaurant customers at average usage (154 ccf) relative to other nearby agencies. Currently Pleasanton bills are the lowest amongst all agencies surveyed. After the proposed changes, Pleasanton bills are near the midpoint of the range, falling higher than DSRSD bills and lower than Livermore bills.

**Figure 3-2: Full Service Restaurant Sewer Rate Survey**

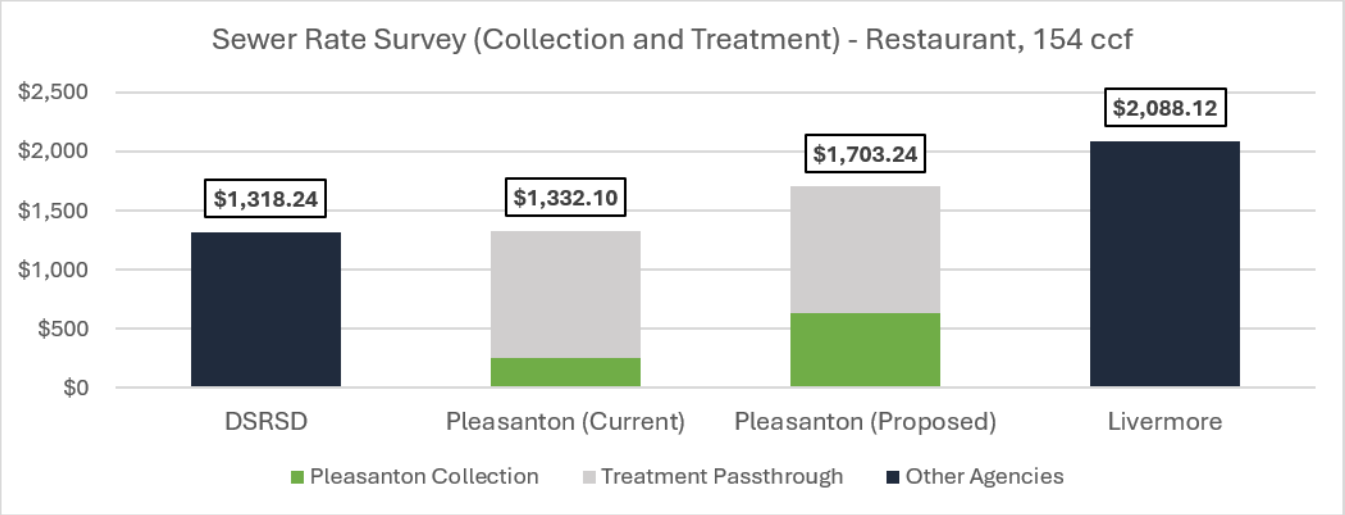



**Figure 3-3** shows the current and proposed bi-monthly bills for Submetered School customers at average usage (172 ccf) relative to other nearby agencies. Currently Pleasanton bills are the lowest amongst all agencies surveyed. After the proposed changes, Pleasanton bills are comparable to Livermore bills, falling higher than DSRSD bills and slightly lower than Livermore bills.

### Figure 3-3: Schools Submetered Sewer Rate Survey

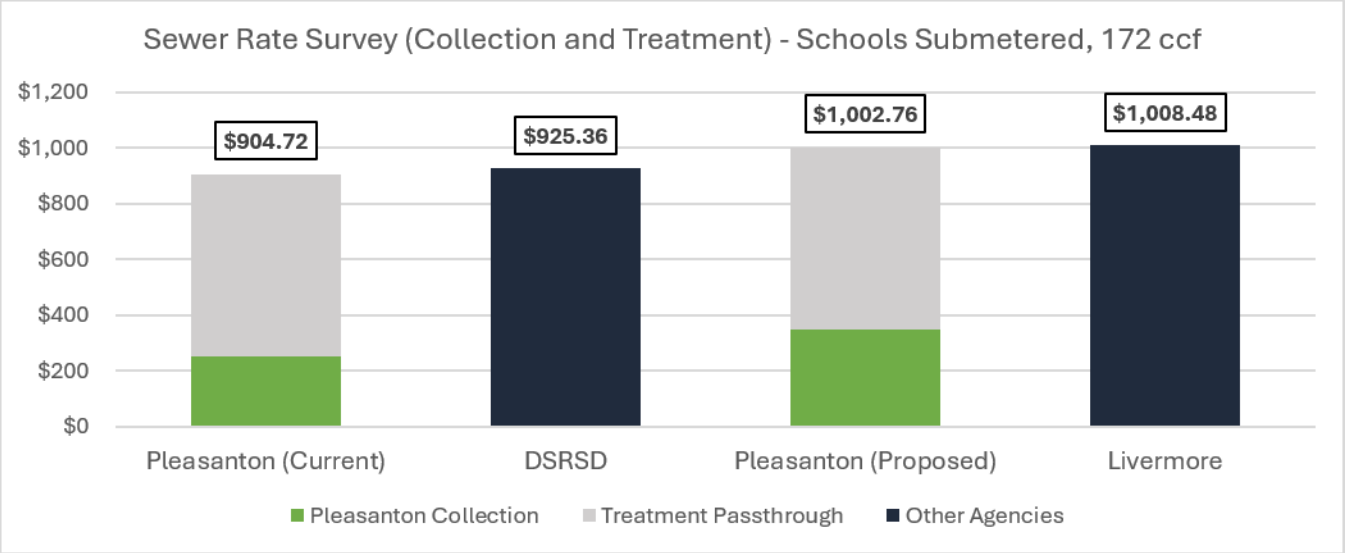
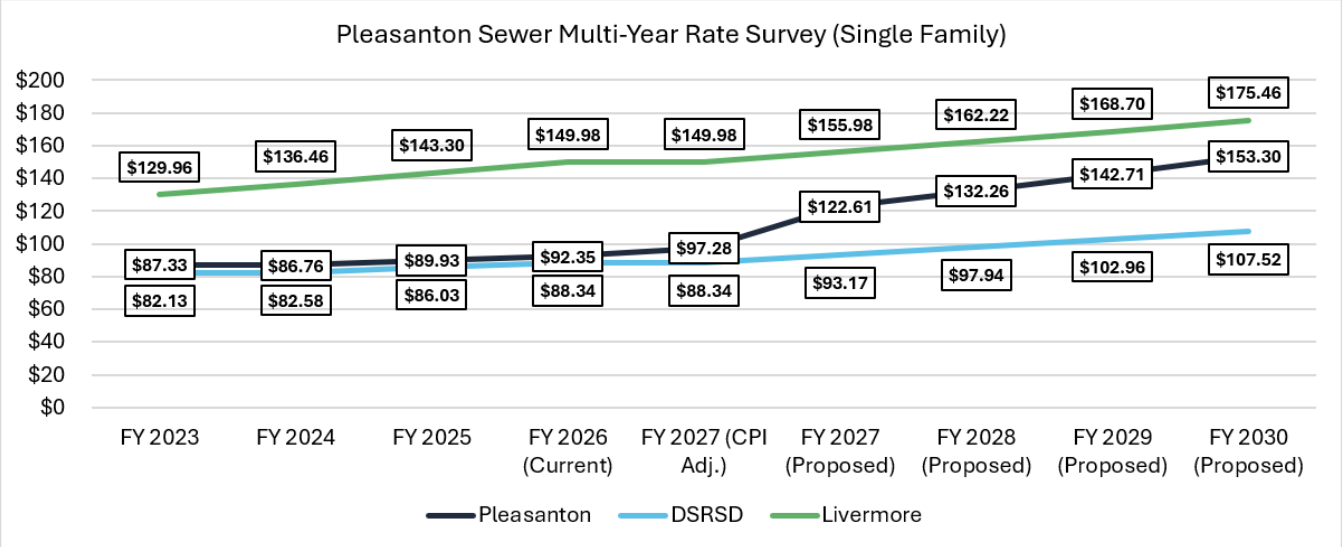



**Figure 3-4** shows historical and proposed bi-monthly bills for Single Family customers. Historically (from FY 2023 to FY 2027 CPI adjustment), Pleasanton bills have been comparable to DSRSD. After the proposed changes (FY 2027 to FY 2030), Pleasanton bills are near the midpoint of the range, ending substantially higher than DSRSD bills and closer to Livermore bills by FY 2030.

### Figure 3-4: Single Family Sewer Multi-Year Rate Survey



# 4. CONNECTION FEES

## 4.1 CONNECTION FEE OVERVIEW

New customer connections to the City's sewer system are subject to a sewer connection fee, which is necessary to ensure that existing users are not unfairly burdened by costs incurred to provide capacity for new users. The overall purpose of a connection fee is to equitably recover capital costs incurred by the agency to provide system capacity to new users. Sewer connection fees in California are typically developed based on one of three common methodologies outlined by the AWWA in its *Manual of Water Supply Practices M1: Principles of Water Rates, Fees and Charges, Seventh Edition*.

The three methodologies include:

1. **Buy-In Method**: The Buy-In Method establishes connection based on the value of the system's existing capital assets and is typically most appropriate when a system's current capacity is sufficient to serve both short-term and long-term projected demands. The rationale underlying the Buy-In Method is that new customers should pay to "buy-in" to existing system capacity funded by past and current users.
2. **Incremental Cost Method**: The Incremental Cost Method establishes connection fees based on the cost of planned capital expenditures required to expand system capacity and is typically most appropriate when a system's current capacity is already fully utilized by existing users. The rationale underlying the Incremental Cost Method is that new users should fund planned capital projects that are necessary to accommodate growth.
3. **Hybrid Method**: The Hybrid Method[14] establishes capacity charges based on a combination of the Buy-In Method and the Incremental Cost Method. The Hybrid Method is typically most appropriate when some existing capacity is available to new users, but capacity expansion is still necessary to accommodate long-term demands.

WRE recommends the Buy-In Method for the City's sewer connection fees as the existing system has remaining capacity to serve new customers.

## 4.2 BUY-IN METHOD

### EXISTING SYSTEM VALUE

The Buy-In component, shown in **Table 4-1**, calculates the value of the existing sewer system. The existing system value (Line 3) is determined based on the value of fixed assets (Line 1) and O&M, Replacement, and CIP cash balances (Line 2; from **Table 2-18** and **Table 2-19**, sum of Line 1) as of FY 2027.

[14] The Hybrid Method is referred to by the AWWA as the "Combined Cost Approach."

The fixed asset value is based on data received from City staff regarding sewer system assets, original cost, useful life, date in service, and net book value. WRE converted all asset values from net book value into replacement cost less depreciation (RCLD) using the Engineering News-Record's Construction Cost Index (CCI) to adjust for annual cost inflation. WRE recommends using the RCLD asset valuation methodology because it accounts for both inflation and depreciation and is generally considered the most equitable approach. The detailed asset list is included in the **Appendix** (**Table 5-5**).

**Table 4-1: Buy-In System Value**

| Line | Buy-In Method | System Value |
|---|---|---|
| 1 | Sewer Assets Value (RCLD) | $65,468,002 |
| 2 | Plus Cash Balances (O&M, Replacement, and CIP) | $9,821,893 |
| 3 | **Total** | **$75,289,895** |

## EXISTING UNITS

Error! Reference source not found. shows the equivalent dwelling unit (EDU) calculation where one EDU is based on average Single Family flow per DU. Accounts and wastewater flow for each customer class are from **Table 3-5**. Single Family flow per EDU is calculated based on dividing Single Family annual wastewater flow by number of accounts (Line 2), which is applied to all customer classes. EDUs are calculated for each customer class by dividing annual wastewater flow by Single Family flow per EDU.

**Table 4-2: EDU Calculation**

| Line | Customer Class | Accounts | Wastewater Flow (ccf) | Single Family Flow per EDU | EDUs |
|---|---|---|---|---|---|
| 1 | **Residential** | | | | |
| 2 | Single Family | 19,941 | 1,518,555 | 76 | 19,941 |
| 3 | Single Family w/ 2nd Residence | 206 | 26,556 | 76 | 349 |
| 4 | Condo | 662 | 97,129 | 76 | 1,275 |
| 5 | Multi-Family | 241 | 310,988 | 76 | 4,084 |
| 6 | **Subtotal** | **21,050** | **1,953,229** | | **25,649** |
| 7 | | | | | |
| 8 | **Commercial/Industrial** | | | | |
| 9 | Less than or equal to 300 mg/L | 757 | 425,297 | 76 | 5,585 |
| 10 | Between 300 and 450 mg/L | 0 | 0 | 76 | 0 |
| 11 | Between 450 and 600 mg/L | 51 | 40,779 | 76 | 535 |
| 12 | Between 600 and 750 mg/L | 114 | 95,559 | 76 | 1,255 |
| 13 | Between 750 and 900 mg/L | 6 | 4,720 | 76 | 62 |
| 14 | Between 900 and 1,050 mg/L | 15 | 16,953 | 76 | 223 |
| 15 | Greater than 1,050 mg/L | 0 | 0 | 76 | 0 |
| 16 | **Subtotal** | **943** | **583,308** | | **7,660** |
| 17 | | | | | |
| 18 | **Institutional** | | | | |
| 19 | Schools, Submetered | 12 | 5,595 | 76 | 73 |
| 20 | Schools, Not Submetered | 4 | 6,492 | 76 | 85 |
| 21 | **Subtotal** | **16** | **12,087** | | **159** |
| 22 | | | | | |
| 23 | **Total** | **22,009** | **2,548,624** | | **33,467** |

## 4.3 PROPOSED SEWER CONNECTION FEES

### SEWER CONNECTION FEE CALCULATION

**Table 4-3** shows the sewer connection fee calculation based on the Buy-In Method. To calculate the proposed connection fee per EDU (Line 3), the existing system value (Line 1; from **Table 4-1**, Line 3) is divided by the existing EDUs (Line 2; from **Table 4-2**, Line 23).

**Table 4-3: Sewer Connection Fee Calculation**

| Line | Buy-In Unit Cost | Value |
|---|---|---|
| 1 | Existing System Value (RCLD) | $75,289,895 |
| 2 | Existing EDUs | 33,467 |
| 3 | **Proposed Connection Fee per EDU** | **$2,250** |

## PROPOSED SEWER CONNECTION FEES

**Table 4-4** shows the proposed sewer connection fee based on the proposed sewer connection fee per EDU (**Table 4-3**, Line 3). Sewer connection fees are calculated for each customer by class by multiplying the connection fee per EDU (**Table 4-3**, Line 3) by the EDU ratio for each class. WRE recommends updating the Apartment and Mobile Home EDU ratio to match the Condominium EDU ratio in line with the proposed sewer rate structure changes.

### Table 4-4: Proposed Sewer Connection Fees

| Line | Sewer Connection Fees | EDU Ratio | Factor | Current Fee | Proposed Fee | Difference ($) | Difference (%) |
|---|---|---|---|---|---|---|---|
| 1 | Single-Family Dwelling Unit | 1.0000 | per house/unit | $556.24 | $2,250.00 | $1,693.76 | 304.5% |
| 2 | Townhome, Townhouse, Duet, Duplex | 1.0000 | per unit | $556.24 | $2,250.00 | $1,693.76 | 304.5% |
| 3 | Auxiliary (Secondary) Dwelling Unit | 0.0040 | per square foot | $2.22 | $9.00 | $6.78 | 305.4% |
| 4 | Condominium | 0.7000 | per unit | $417.18 | $1,575.00 | $1,157.82 | 277.5% |
| 5 | Apartment, Mobile Home | 0.7000 | per unit | $367.12 | $1,575.00 | $1,207.88 | 329.0% |
| 6 | **Regular (low)** | | | | | | |
| 7 | Auditoriums | 0.0091 | per seat | $5.06 | $20.48 | $15.42 | 304.6% |
| 8 | Auto body shops/Auto dealers | 0.0005 | per square foot | $0.28 | $1.13 | $0.85 | 301.8% |
| 9 | Banks, Financial Offices | 0.0003 | per square foot | $0.16 | $0.68 | $0.52 | 321.9% |
| 10 | Barber shops / Beauty shops | 0.0014 | per square foot | $0.76 | $3.15 | $2.39 | 314.5% |
| 11 | Bars, Cocktail lounges, taverns (w/o dining) | 0.0016 | per square foot | $0.89 | $3.60 | $2.71 | 304.5% |
| 12 | Bowling alleys | 0.0014 | per square foot | $0.78 | $3.15 | $2.37 | 303.8% |
| 13 | Car washes | 0.0077 | per square foot | $4.29 | $17.33 | $13.04 | 303.8% |
| 14 | Churches | 0.0227 | per seat | $12.64 | $51.08 | $38.44 | 304.1% |
| 15 | Delicatessen | 0.0032 | per square foot | $1.79 | $7.20 | $5.41 | 302.2% |
| 16 | Dental Clinic | 0.0041 | per square foot | $2.28 | $9.23 | $6.95 | 304.6% |
| 17 | Dry Cleaners | 0.0020 | per square foot | $1.13 | $4.50 | $3.37 | 298.2% |
| 18 | Gas Stations | 0.0021 | per square foot | $1.19 | $4.73 | $3.54 | 297.1% |
| 19 | General Retail/ Commercial | 0.0002 | per square foot | $0.12 | $0.45 | $0.33 | 275.0% |
| 20 | Gyms, Health Clubs | 0.0019 | per square foot | $1.06 | $4.28 | $3.22 | 303.3% |
| 21 | Hospital | 1.1364 | per bed | $632.09 | $2,556.90 | $1,924.81 | 304.5% |
| 22 | Hotels, Motels (no dining facilities) | 0.5909 | per room | $328.68 | $1,329.53 | $1,000.85 | 304.5% |
| 23 | Institutional (Resident) | 0.4545 | per bed | $252.83 | $1,022.63 | $769.80 | 304.5% |
| 24 | Laundries, coin-operated | 0.5909 | per machine | $328.68 | $1,329.53 | $1,000.85 | 304.5% |
| 25 | Laundries, full service (commercial) | 0.0045 | per square foot | $2.53 | $10.13 | $7.60 | 300.2% |
| 26 | Market - Dry Goods | 0.0009 | per square foot | $0.48 | $2.03 | $1.55 | 321.9% |
| 27 | Medical Clinic | 0.0017 | per square foot | $0.93 | $3.83 | $2.90 | 311.3% |
| 28 | Medical/ Dental Complex | 0.0010 | per square foot | $0.56 | $2.25 | $1.69 | 301.8% |
| 29 | Office Buildings | 0.0002 | per square foot | $0.12 | $0.45 | $0.33 | 275.0% |
| 30 | **Parks/ Rec** | | | | | | |
| 31 | Country Club | 0.3182 | per person | $176.98 | $715.95 | $538.97 | 304.5% |
| 32 | Picnic Park | 0.0455 | per person | $25.29 | $102.38 | $77.09 | 304.8% |
| 33 | Pool | 0.0455 | per person | $25.29 | $102.38 | $77.09 | 304.8% |
| 34 | Tennis Courts, w/ toilet & shower | 0.4545 | per court | $252.83 | $1,022.63 | $769.80 | 304.5% |
| 35 | Plant Nursery | 0.0004 | per square foot | $0.20 | $0.90 | $0.70 | 350.0% |
| 36 | Printers | 0.0006 | per square foot | $0.36 | $1.35 | $0.99 | 275.0% |

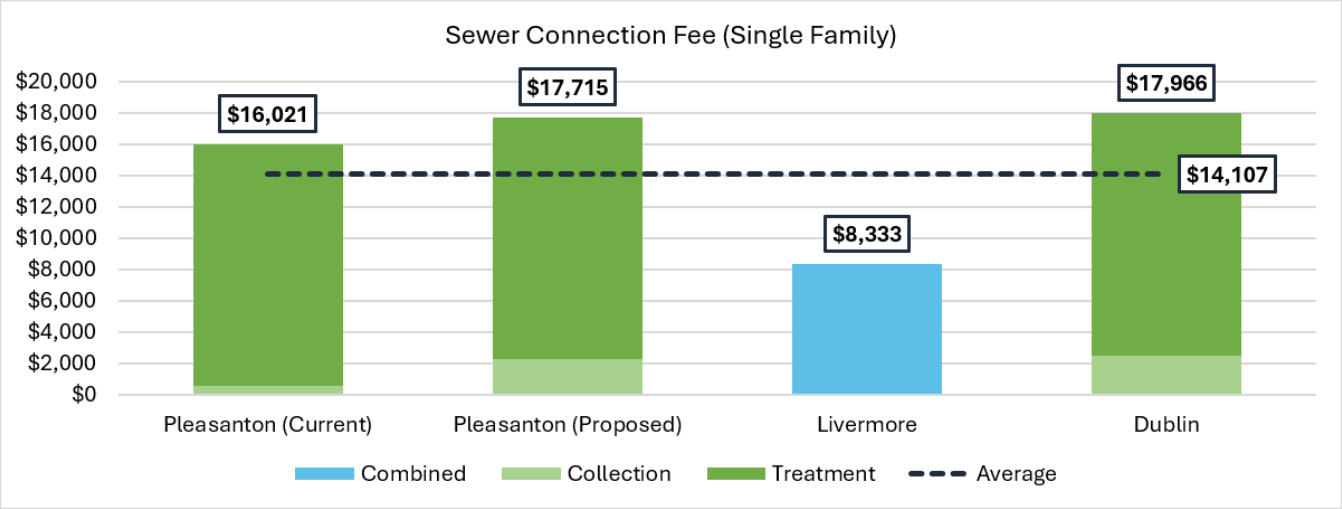
| Line | Sewer Connection Fees | EDU Ratio | Factor | Current Fee | Proposed Fee | Difference ($) | Difference (%) |
|---|---|---|---|---|---|---|---|
| 37 | Public Agencies | 0.0002 | per square foot | $0.12 | $0.45 | $0.33 | 275.0% |
| 38 | Recreational vehicle R.V. Park | 0.5454 | per RV | $303.39 | $1,227.15 | $923.76 | 304.5% |
| 39 | **Schools (excluding cafeteria)** | | | | | | |
| 40 | W/o showers | 0.0682 | per student | $37.92 | $153.45 | $115.53 | 304.7% |
| 41 | With showers | 0.0909 | per student | $50.56 | $204.53 | $153.97 | 304.5% |
| 42 | Theaters | 0.0091 | per seat | $5.06 | $20.48 | $15.42 | 304.6% |
| 43 | Veterinary Hospital | 0.0015 | per square foot | $0.86 | $3.38 | $2.52 | 292.4% |
| 44 | Warehouse/distribution | 0.0001 | per square foot | $0.08 | $0.23 | $0.15 | 181.3% |
| 45 | **Regular (medium)** | | | | | | |
| 46 | Banquet Facilities - intermittent use | 0.0012 | per square foot | $0.68 | $2.70 | $2.02 | 297.1% |
| 47 | Business with cafeteria | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 48 | Cafeteria | 0.0025 | per square foot | $1.37 | $5.63 | $4.26 | 310.6% |
| 49 | Hotels/Motels with dining facilities | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 50 | Restaurant, Fast Food | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 51 | Restaurant, Full Service | 0.0025 | per square foot | $1.37 | $5.63 | $4.26 | 310.6% |
| 52 | School with cafeteria | 0.0027 | per square foot | $1.51 | $6.08 | $4.57 | 302.3% |
| 53 | **Regular (high)** | | | | | | |
| 54 | Bakeries/ Donut Shops/ Ice Cream Shops | 0.0028 | per square foot | $1.57 | $6.30 | $4.73 | 301.3% |
| 55 | Car washes w/ steam cleaning | 0.0018 | per square foot | $1.01 | $4.05 | $3.04 | 301.0% |
| 56 | Markets with garbage disposals | 0.0077 | per square foot | $4.29 | $17.33 | $13.04 | 303.8% |
| 57 | Mortuaries | 0.0009 | per square foot | $0.48 | $2.03 | $1.55 | 321.9% |

## 4.4 CONNECTION FEE SURVEY

**Figure 4-1** shows the connection fee per EDU comparisons between the City and other nearby agencies, including DSRSD treatment connection fees[15] which account for approximately 97% of current combined Pleasanton connection fees. DSRD connection fees are set by DSRSD and passed onto Pleasanton customers. Currently Pleasanton sewer connection fees are comparable to Dublin and, after the proposed changes, Pleasanton bills remain comparable to Dublin and significantly above Livermore fees.

[15] DSRSD connection fees are also known as capacity charges.

**Figure 4-1: Sewer Connection Fee Comparisons**



# 5. APPENDICES

## 5.1 FINANCIAL PLAN

**Table 5-1: Revenue Detail**

| Line | Sewer Revenues (Funds 430, 431, 434) | Escalation | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|---|
| 1 | SEWER SERVICE CHARGE PLEASANTON | Rate Revenue | $5,482,035 | $5,725,286 | $5,725,286 | $5,725,286 | $5,725,286 |
| 2 | INTEREST - CITY FUNDS | Interest Income | $240,332 | $224,357 | $255,915 | $276,435 | $293,307 |
| 3 | INTERFUND REIMB - REVENUE | Other Revenues | $2,500 | $2,500 | $2,500 | $2,500 | $2,500 |
| 4 | IMPLIED SUBSIDY FROM OPEB FUND | Other Revenues | $39,000 | $43,000 | $43,000 | $43,000 | $43,000 |
| 5 | **Total** | | **$5,763,868** | **$5,995,143** | **$6,026,701** | **$6,047,221** | **$6,064,093** |

## Table 5-2: Sewer O&M (Fund 430) Expense Detail

| Line | Sewer O&M (Fund 430) Expenses Excluding Treatment Pass-Throughs | Object | Escalation | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|---|---|
| 1 | **Base Expenses** | | | | | | | |
| 2 | REGULAR FULL TIME | 400001 | Salaries | $1,695,311 | $1,746,170 | $1,798,555 | $1,852,512 | $1,908,087 |
| 3 | TEMPORARY SALARIES | 400003 | Salaries | $78,000 | $80,340 | $82,750 | $85,233 | $87,790 |
| 4 | OVERTIME | 400051 | Salaries | $35,000 | $36,050 | $37,132 | $38,245 | $39,393 |
| 5 | PREMIUM PAY - PERSABLE | 400061 | Salaries | $19,279 | $19,857 | $20,453 | $21,067 | $21,699 |
| 6 | MANAGER VEHICLE ALLOWANCE | 400065 | Salaries | $3,480 | $3,584 | $3,692 | $3,803 | $3,917 |
| 7 | BILINGUAL PAY | 400067 | Salaries | $1,300 | $1,339 | $1,379 | $1,421 | $1,463 |
| 8 | ADMIN LEAVE BUYBACK | 400069 | Salaries | $6,077 | $6,259 | $6,447 | $6,641 | $6,840 |
| 9 | MEDICARE- ER | 400102 | Benefits | $25,274 | $26,538 | $27,865 | $29,258 | $30,721 |
| 10 | MEDICAL - ER | 400103 | Benefits | $366,518 | $384,844 | $404,086 | $424,290 | $445,505 |
| 11 | DENTAL - ER | 400104 | Benefits | $25,234 | $26,496 | $27,820 | $29,212 | $30,672 |
| 12 | VISION - ER | 400105 | Benefits | $237 | $249 | $261 | $274 | $288 |
| 13 | BEN/EAP | 400106 | Benefits | $730 | $767 | $805 | $845 | $887 |
| 14 | LIFE AD&D - ER | 400108 | Benefits | $922 | $968 | $1,017 | $1,067 | $1,121 |
| 15 | LTD - ER | 400109 | Benefits | $3,966 | $4,164 | $4,373 | $4,591 | $4,821 |
| 16 | STD - ER | 400110 | Benefits | $1,191 | $1,251 | $1,313 | $1,379 | $1,448 |
| 17 | 457 CONTRIB | 400112 | Benefits | $27,437 | $28,809 | $30,249 | $31,762 | $33,350 |
| 18 | RHSP CONTRIB | 400113 | Benefits | $10,348 | $10,865 | $11,409 | $11,979 | $12,578 |
| 19 | UNUSED VACATION/COMP | 400122 | Benefits | $2,472 | $2,596 | $2,725 | $2,862 | $3,005 |
| 20 | RETIREE MEDICAL ACCRUAL EXPENS | 400152 | Benefits | $135,026 | $141,777 | $148,866 | $156,309 | $164,125 |
| 21 | WORKERS COMP ACCRUAL EXP | 400153 | Benefits | $115,818 | $121,609 | $127,689 | $134,074 | $140,778 |
| 22 | RETIREMENT EXPENSE | 400202 | Benefits | $739,729 | $776,715 | $815,551 | $856,329 | $899,145 |
| 23 | TRAVEL & TRAINING EXP | 410102 | General | $25,000 | $25,750 | $26,523 | $27,318 | $28,138 |
| 24 | MISC PERSONNEL COSTS | 410105 | General | $5,000 | $5,150 | $5,305 | $5,464 | $5,628 |
| 25 | GASOLINE-CITY VEHICLE | 410106 | Utilities | $50,000 | $52,500 | $55,125 | $57,881 | $60,775 |

| Line | Sewer O&M (Fund 430) Expenses Excluding Treatment Pass-Throughs | Object | Escalation | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|---|---|
| 26 | MISC REPAIRS & MAINT CONTRACTS | 420101 | General | $62,000 | $63,860 | $65,776 | $67,749 | $69,782 |
| 27 | PARTS & EQUIPMENT | 420102 | General | $25,000 | $25,750 | $26,523 | $27,318 | $28,138 |
| 28 | PROFESSIONAL SERVICES | 430101 | General | $145,000 | $149,350 | $153,831 | $158,445 | $163,199 |
| 29 | OTHER PROFESSIONAL SERVICES | 430105 | General | $56,000 | $57,680 | $59,410 | $61,193 | $63,028 |
| 30 | CONTRACT SERVICES | 430107 | General | $75,000 | $77,250 | $79,568 | $81,955 | $84,413 |
| 31 | ELECTRICITY | 431133 | Utilities | $110,000 | $115,500 | $121,275 | $127,339 | $133,706 |
| 32 | OFFICE SUPPLIES | 433153 | General | $2,500 | $2,575 | $2,652 | $2,732 | $2,814 |
| 33 | MISC SUPPLIES AND EQUIPMENT | 433154 | General | $75,000 | $77,250 | $79,568 | $81,955 | $84,413 |
| 34 | DATA PROCESSING EQUIP/SOFTWARE | 433155 | General | $75,000 | $77,250 | $79,568 | $81,955 | $84,413 |
| 35 | DUES,PUBLICATIONS,FILMS,BOOKS | 433156 | General | $20,000 | $20,600 | $21,218 | $21,855 | $22,510 |
| 36 | UNIFORM COSTS | 433157 | General | $9,000 | $9,270 | $9,548 | $9,835 | $10,130 |
| 37 | RENTAL EXPENSES | 433158 | General | $50,000 | $51,500 | $53,045 | $54,636 | $56,275 |
| 38 | INSURANCE | 433159 | General | $96,000 | $98,880 | $101,846 | $104,902 | $108,049 |
| 39 | HAZARDOUS MATERIAL DISPOSAL | 433161 | General | $10,000 | $10,300 | $10,609 | $10,927 | $11,255 |
| 40 | MISC SERVICE CHARGES | 433167 | General | $25,000 | $25,750 | $26,523 | $27,318 | $28,138 |
| 41 | MISCELLANEOUS EXPENSE | 433170 | General | $30,000 | $30,900 | $31,827 | $32,782 | $33,765 |
| 42 | INTERFUND EXPENSE (Fund 430) | 433172 | General | $1,389,400 | $1,431,082 | $1,474,014 | $1,518,235 | $1,563,782 |
| 43 | **Subtotal** | | | **$5,628,249** | **$5,829,395** | **$6,038,189** | **$6,254,944** | **$6,479,981** |
| 44 | | | | | | | | |
| 45 | **New Expense Programs** | | | | | | | |
| 46 | Sewer Operator Salary Adjustment Allowance | General Items | | $0 | $360,500 | $371,315 | $382,454 | $393,928 |
| 47 | Engineering On-Call Support | General Items | | $0 | $51,500 | $53,045 | $54,636 | $56,275 |
| 48 | Contract:CCTV Inspection and Flushing | SSMP 4.2.1 Gravity Main | | $0 | $103,000 | $1,060,900 | $1,092,727 | $1,125,509 |
| 49 | Contract: Root Foaming Program | SSMP 4.2.1 Gravity Main | | $0 | $206,000 | $212,180 | $218,545 | $225,102 |

| Line | Sewer O&M (Fund 430) Expenses Excluding Treatment Pass-Throughs | Object | Escalation | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|---|---|
| 50 | Software: Manhole Condition Assessment | SSMP 4.2.2 Manholes | | $0 | $103,000 | $106,090 | $109,273 | $112,551 |
| 51 | Lift Station Inspection Program | SSMP 4.2.3 Lift Station | | $0 | $0 | $0 | $0 | $168,826 |
| 52 | Creating SOPs for daily operational duties | | | $0 | $25,750 | $26,523 | $27,318 | $28,138 |
| 53 | Station Emergency Response Plan for all 10 lift station | SSMP 6.0 Spill Emergency Response | | $0 | $51,500 | $53,045 | $54,636 | $56,275 |
| 54 | **Subtotal** | | | **$0** | **$901,250** | **$1,883,098** | **$1,939,590** | **$2,166,604** |
| 55 | | | | | | | | |
| 56 | **Staffing Related to CIP Scenarios** | | | | | | | |
| 57 | Engineering/Administration FTEs | | | $0 | $206,000 | $1,379,170 | $983,454 | $675,305 |
| 58 | Additional Allowance for Program Management | | | $0 | $0 | $848,720 | $437,091 | $450,204 |
| 59 | **Subtotal** | | | **$0** | **$206,000** | **$2,227,890** | **$1,420,545** | **$1,125,509** |
| 60 | | | | | | | | |
| 61 | **Total** | | | **$5,628,249** | **$6,936,645** | **$10,149,177** | **$9,615,079** | **$9,772,094** |

### Table 5-3: Sewer Replacement (Fund 434) Expense Detail

| Line | Sewer Replacement (Fund 434) Expenses | Object | Escalation | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|---|---|
| 1 | **Base Expenses** | | | | | | | |
| 2 | CONTRACT SERVICES | 430107 | Non-Recurring | $300,000 | $0 | $0 | $0 | $0 |
| 3 | MACHINERY AND EQUIPMENT | 440104 | Non-Recurring | $175,000 | $0 | $0 | $0 | $0 |
| 4 | BUILDINGS & STRUCTURES | 440105 | Non-Recurring | $720,000 | $0 | $0 | $0 | $0 |
| 5 | VEHICLES | 440107 | Non-Recurring | $1,280,000 | $0 | $0 | $0 | $0 |
| 6 | **Subtotal** | | | **$2,475,000** | **$0** | **$0** | **$0** | **$0** |
| 7 | | | | | | | | |
| 8 | **New Expense Programs** | | | | | | | |
| 9 | Manhole Smart Cover Upgrade | SSMP 4.2.2 Manholes | | $0 | $52,000 | $54,080 | $56,243 | $58,493 |
| 10 | Sewer collection system repairs (pipe spot repairs and facility repairs) | General Items | | $0 | $520,000 | $540,800 | $562,432 | $1,169,859 |
| 11 | Equipment and Vehicles (SEWER) | General Items | | $0 | $0 | $437,629 | $0 | $0 |
| 12 | **Subtotal** | | | **$0** | **$572,000** | **$1,032,509** | **$618,675** | **$1,228,351** |
| 13 | | | | | | | | |
| 14 | **Total** | | | **$2,475,000** | **$572,000** | **$1,032,509** | **$618,675** | **$1,228,351** |

## Table 5-4: Capital Improvement Plan Detail

| Line | Capital Improvement Projects (CIP) | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2030 |
|---|---|---|---|---|---|---|
| 1 | **Priority A - Capacity & Reliability Improvement Projects** | | | | | |
| 2 | Project 1B: Upsize Sunol Blvd Sewers | $300,000 | $0 | $1,410,000 | $0 | $0 |
| 3 | Project 2A: Bernal Ave Pipe Bridge | $0 | $0 | $450,000 | $3,430,000 | $0 |
| 4 | West Las Positas Boulevard Multimodal Reconstruction | $500,000 | $0 | $0 | $0 | $0 |
| 5 | Sewer Capacity Evaluation | $36,673 | $0 | $0 | $0 | $0 |
| 6 | Emergency Power Improvements Utility System | $747,532 | $0 | $0 | $0 | $0 |
| 7 | **Subtotal - Priority A - Capacity & Reliability Improvement Projects** | **$1,584,205** | **$0** | **$1,860,000** | **$3,430,000** | **$0** |
| 8 | | | | | | |
| 9 | **Priority A - Lift Station Projects** | | | | | |
| 10 | LS-04, -12, -13, -15 Improvements | $0 | $0 | $530,000 | $550,000 | $0 |
| 11 | LS-05 Full Replacement Project | $0 | $0 | $912,000 | $6,220,000 | $0 |
| 12 | EARS and EALS Condition Assessment, Capacity Evaluation, and Predesign | $0 | $0 | $600,000 | $0 | $0 |
| 13 | Generator Replacement - Sewer and Storm | $1,420,000 | $750,000 | $0 | $1,170,000 | $3,650,000 |
| 14 | Sewer Station S-14 Electrical Improvements | $643,138 | $0 | $0 | $0 | $0 |
| 15 | **Subtotal - Priority A - Lift Station Projects** | **$2,063,138** | **$750,000** | **$2,042,000** | **$7,940,000** | **$3,650,000** |
| 16 | | | | | | |
| 17 | **Priority A - Condition Assesment Projects** | | | | | |
| 18 | Pipeline Replacement (1-2 mile of system) | $730,000 | $191,000 | $760,000 | $1,760,000 | $2,830,000 |
| 19 | Amberwood Siphon | $0 | $0 | $270,000 | $3,330,000 | $0 |
| 20 | Priority A - Annual Sewer System Improvements for Resurfacing | $0 | $0 | $282,000 | $293,000 | $305,000 |
| 21 | Large Diameter Inspection Study | $0 | $163,000 | $0 | $0 | $0 |
| 22 | Denker Road Sewer Replacement | $650,000 | $1,090,000 | $0 | $0 | $0 |
| 23 | Cathodic Protection and I&I Studies | $0 | $0 | $170,000 | $0 | $0 |
| 24 | Cathodic Protection Installation | $0 | $0 | $563,000 | $585,000 | $609,000 |
| 25 | Force Main Desktop Analysis and Inspections | $0 | $416,000 | $271,000 | $282,000 | $293,000 |
| 26 | Sewer System Management Plan | $132,759 | $0 | $0 | $0 | $0 |
| 27 | **Subtotal - Priority A - Condition Assesment Projects** | **$1,512,759** | **$1,860,000** | **$2,316,000** | **$6,250,000** | **$4,037,000** |
| 28 | | | | | | |
| 29 | **Total** | **$5,160,103** | **$2,610,000** | **$6,218,000** | **$17,620,000** | **$7,687,000** |

## 5.2 CONNECTION FEES

**Table 5-5: Asset Valuation Detail**

| Line | ASSET | DESCRIPTION | DATE ACQ | ACQ COST | LTD ACCUM DEPR | CCI Adjustment | RCLD |
|---|---|---|---|---|---|---|---|
| 1 | 000535A | LATHE ACCESSORIES | 6/30/1992 | $12,721 | $12,721 | 279% | $0 |
| 2 | 000587 | BOOTH SPRAY FLOOR TYPE | 1/1/1991 | $10,000 | $10,000 | 288% | $0 |
| 3 | 000853 | FRONTEND LOADER VEH. 118 | 1/1/1987 | $17,705 | $17,705 | 316% | $0 |
| 4 | 000857A | GENERATOR ACCESSORIES | 6/30/1991 | $7,125 | $7,125 | 288% | $0 |
| 5 | 000875 | DOZER 8FT HYDRAULIC | 1/1/1984 | $5,460 | $5,460 | 335% | $0 |
| 6 | 000876 | ATTACHMENT DITCH | 12/14/1990 | $5,248 | $5,248 | 294% | $0 |
| 7 | 001003 | AIR GAP SYSTEM | 1/1/1980 | $6,360 | $6,360 | 429% | $0 |
| 8 | 001004 | CATHODIC PROTECTION SYSTEM | 1/1/1983 | $12,645 | $12,645 | 342% | $0 |
| 9 | 001005 | MOTOR CONTROL CENTER | 1/1/1980 | $66,780 | $66,780 | 429% | $0 |
| 10 | 001006 | GENERATOR EMERGENCY | 1/1/1980 | $14,117 | $14,117 | 429% | $0 |
| 11 | 001011 | SEWAGE PUMP | 1/1/1980 | $6,360 | $6,360 | 429% | $0 |
| 12 | 001018 | FLOW METER | 1/1/1980 | $5,088 | $5,088 | 429% | $0 |
| 13 | 001019 | SEWAGE PUMP | 1/1/1980 | $10,892 | $10,892 | 429% | $0 |
| 14 | 001020 | SEWAGE PUMP | 1/1/1980 | $10,892 | $10,892 | 429% | $0 |
| 15 | 001021 | SEWAGE PUMP | 1/1/1980 | $10,892 | $10,892 | 429% | $0 |
| 16 | 001022 | EXHAUST SYSTEM CHARCOAL SCRUBBER | 1/1/1980 | $7,632 | $7,632 | 429% | $0 |
| 17 | 001035 | GENERATOR EMERGENCY | 1/1/1985 | $7,591 | $7,591 | 331% | $0 |
| 18 | 001044 | AIR GAP SYSTEM | 1/1/1980 | $6,360 | $6,360 | 429% | $0 |
| 19 | 001046 | CATHODIC PROTECTION SYSTEM | 1/1/1983 | $12,645 | $12,645 | 342% | $0 |
| 20 | 001047 | MOTOR CONTROL CENTER | 1/1/1980 | $66,780 | $66,780 | 429% | $0 |
| 21 | 001050 | GENERATOR EMERGENCY | 1/1/1980 | $14,117 | $14,117 | 429% | $0 |
| 22 | 001055 | EXHAUST SYSTEM CHARCOAL | 1/1/1980 | $7,632 | $7,632 | 429% | $0 |
| 23 | 001061 | SEWAGE PUMP | 1/1/1980 | $17,808 | $17,808 | 429% | $0 |
| 24 | 001062 | SEWAGE PUMP | 1/1/1980 | $17,808 | $17,808 | 429% | $0 |
| 25 | 001063 | SEWAGE PUMP | 1/1/1980 | $17,808 | $17,808 | 429% | $0 |

| Line | ASSET | DESCRIPTION | DATE ACQ | ACQ COST | LTD ACCUM DEPR | CCI Adjustment | RCLD |
|---|---|---|---|---|---|---|---|
| 26 | 002804 | SHORING PANELS | 6/30/1994 | $6,142 | $6,142 | 257% | $0 |
| 27 | 003134 | RADIO TELEMETRY UNITRTUPUMP STATION S5 | 3/8/1996 | $12,070 | $12,070 | 247% | $0 |
| 28 | 003135 | RADIO TELEMETRY UNITRTUPUMP STATION S10 | 3/8/1996 | $12,070 | $12,070 | 247% | $0 |
| 29 | 003137 | CONFINED SPACE GAS MONITOR EQUIP. | 1/5/1996 | $12,374 | $12,374 | 247% | $0 |
| 30 | 003138 | CONFINED SPACE GAS MONITOR EQUIP. | 1/5/1996 | $12,374 | $12,374 | 247% | $0 |
| 31 | 003227 | SNAKE SYSTEM CAMERA MONITOR CABLE | 11/8/1996 | $5,865 | $5,603 | 247% | $648 |
| 32 | 003435 | RTU S-1 split funds with356 698 | 9/26/1997 | $13,174 | $12,218 | 239% | $2,280 |
| 33 | 004223 | GENERATOR SET TRUCK #112 | 4/24/2000 | $5,059 | $5,059 | 223% | $0 |
| 34 | 004612 | PORTABLE SEWAGE PUMPCARGO TRAILER182A | 5/26/2006 | $5,802 | $3,702 | 179% | $3,765 |
| 35 | 19659008010 | 1965 SEWER INSTALLATION Total | 1/1/1965 | $760,271 | $662,159 | 1432% | $1,404,598 |
| 36 | 19669008011 | 1966 SEWER INSTALLATION Total | 1/1/1966 | $601,305 | $601,305 | 1364% | $0 |
| 37 | 19679008012 | 1967 SEWER INSTALLATION Total | 1/1/1967 | $684,989 | $684,989 | 1294% | $0 |
| 38 | 19689008013 | 1968 SEWER INSTALLATION Total | 1/1/1968 | $1,589,067 | $1,589,067 | 1204% | $0 |
| 39 | 19699008014 | 1969 SEWER INSTALLATION Total | 1/1/1969 | $1,016,572 | $1,016,572 | 1095% | $0 |
| 40 | 19709008015 | 1970 SEWER INSTALLATION Total | 1/1/1970 | $1,005,463 | $1,005,463 | 1007% | $0 |
| 41 | 19719008016 | 1971 SEWER INSTALLATION Total | 1/1/1971 | $1,950,954 | $1,950,954 | 879% | $0 |
| 42 | 19729008017 | 1972 SEWER INSTALLATION Total | 1/1/1972 | $276,272 | $276,272 | 793% | $0 |
| 43 | 19739008018 | 1973 SEWER INSTALLATION Total | 1/1/1973 | $433,588 | $433,588 | 734% | $0 |
| 44 | 19749008019 | 1974 SEWER INSTALLATION Total | 1/1/1974 | $194,374 | $194,374 | 688% | $0 |
| 45 | 19759008020 | 1975 SEWER INSTALLATION Total | 1/1/1975 | $332,012 | $332,012 | 628% | $0 |
| 46 | 19761001027 | Two utility lines cross property - sewer | 11/12/1976 | $6,160 | $0 | 579% | $35,662 |
| 47 | 19769008021 | 1976 SEWER INSTALLATION Total | 1/1/1976 | $344,797 | $344,797 | 579% | $0 |
| 48 | 19779008022 | 1977 SEWER INSTALLATION Total | 1/1/1977 | $434,222 | $434,222 | 540% | $0 |
| 49 | 19789008023 | 1978 SEWER INSTALLATION Total | 1/1/1978 | $1,141,409 | $1,141,409 | 501% | $0 |
| 50 | 19799008024 | 1979 SEWER INSTALLATION Total | 1/1/1979 | $560,516 | $560,516 | 463% | $0 |
| 51 | 19809008025 | 1980 SEWER INSTALLATION Total | 1/1/1980 | $3,327,066 | $3,327,066 | 429% | $0 |
| 52 | 19819008026 | 1981 SEWER INSTALLATION Total | 1/1/1981 | $2,434,195 | $2,434,195 | 393% | $0 |
| 53 | 19829008027 | 1982 SEWER INSTALLATION Total | 1/1/1982 | $4,450,408 | $4,450,408 | 363% | $0 |
| 54 | 19831001040 | Sewer pump station S-8 - 6890 Koll Cen | 1/3/1983 | $5,980 | $0 | 342% | $20,445 |
| 55 | 19839008028 | 1983 SEWER INSTALLATION Total | 1/1/1983 | $3,073,884 | $3,073,884 | 342% | $0 |

| Line | ASSET | DESCRIPTION | DATE ACQ | ACQ COST | LTD ACCUM DEPR | CCI Adjustment | RCLD |
|---|---|---|---|---|---|---|---|
| 56 | 19849008029 | 1984 SEWER INSTALLATION Total | 1/1/1984 | $3,631,575 | $3,631,575 | 335% | $0 |
| 57 | 19851001043 | Sewer pump station S-7 so. Side Bernal | 9/24/1985 | $5,688 | $0 | 331% | $18,848 |
| 58 | 19859008030 | 1985 SEWER INSTALLATION Total | 1/1/1985 | $2,897,331 | $2,897,331 | 331% | $0 |
| 59 | 19869008031 | 1986 SEWER INSTALLATION Total | 1/1/1986 | $3,208,070 | $3,167,773 | 324% | $130,425 |
| 60 | 19879008032 | 1987 SEWER INSTALLATION Total | 1/1/1987 | $4,612,514 | $4,438,786 | 316% | $548,117 |
| 61 | 19889008033 | 1988 SEWER INSTALLATION Total | 1/1/1988 | $4,347,384 | $4,074,594 | 308% | $839,138 |
| 62 | 19899008034 | 1989 SEWER INSTALLATION Total | 1/1/1989 | $4,312,234 | $3,933,546 | 301% | $1,140,663 |
| 63 | 19909008035 | 1990 SEWER INSTALLATION Total | 1/1/1990 | $4,710,900 | $4,179,158 | 294% | $1,562,084 |
| 64 | 19919008036 | 1991 SEWER INSTALLATION Total | 1/1/1991 | $3,018,185 | $2,601,904 | 288% | $1,196,845 |
| 65 | 19929008037 | 1992 SEWER INSTALLATION Total | 1/1/1992 | $7,357,766 | $6,158,693 | 279% | $3,343,707 |
| 66 | 19939008038 | 1993 SEWER INSTALLATION Total | 1/1/1993 | $5,605,271 | $4,551,458 | 267% | $2,811,732 |
| 67 | 19949008039 | 1994 SEWER INSTALLATION Total | 1/1/1994 | $4,037,242 | $3,177,162 | 257% | $2,210,804 |
| 68 | 19951001041 | Sewer pump station S-2 - Foothill Vero | 12/28/1995 | $833 | $0 | 254% | $2,117 |
| 69 | 19959008040 | 1995 SEWER INSTALLATION Total | 1/1/1995 | $3,326,660 | $2,534,697 | 254% | $2,012,270 |
| 70 | 19969008041 | 1996 SEWER INSTALLATION Total | 1/1/1996 | $2,963,976 | $2,184,180 | 247% | $1,928,824 |
| 71 | 19979008042 | 1997 SEWER INSTALLATION Total | 1/1/1997 | $3,876,805 | $2,759,842 | 239% | $2,665,116 |
| 72 | 1998400952021 | FY98 SEWER STATION S5 BUILDING/GENERATOR | 6/30/1998 | $19,486 | $10,543 | 235% | $20,998 |
| 73 | 19989008043 | 1998 SEWER INSTALLATION Total | 1/1/1998 | $2,957,007 | $2,031,064 | 235% | $2,174,255 |
| 74 | 19991001042 | Sewer pump station S-12 - Castlewood Est | 7/19/1999 | $3,454 | $0 | 229% | $7,924 |
| 75 | 1999400968444 | FY99 UTILITY MAPPING PROJECT 968043 | 6/30/1999 | $13,523 | $13,523 | 229% | $0 |
| 76 | 1999400988863 | FY99 UTILITY MAPPING PROJECT 968043 | 6/30/1999 | $9,763 | $9,763 | 229% | $0 |
| 77 | 1999400988864 | FY99 UTILITY MAPPING PROJECT 968043 | 6/30/2000 | $5,463 | $5,463 | 223% | $0 |
| 78 | 19999008044 | 1999 SEWER INSTALLATION Total | 1/1/1999 | $2,762,180 | $1,828,137 | 229% | $2,142,958 |
| 79 | 20000036 | PUMP/MOTOR ANNUAL REPLACEMNT | 5/30/2000 | $15,518 | $13,009 | 223% | $5,605 |
| 80 | 20000038 | SANITARY SEWER PS ELEC/CTRL RES | 9/14/1999 | $6,627 | $5,704 | 229% | $2,119 |
| 81 | 20000041 | ROAD BASE INSTALL/BONDE TELEMETRY | 8/13/1999 | $9,365 | $8,086 | 229% | $2,935 |
| 82 | 2000400968556 | FY2000 UTILITY MAPPING PROJECT: 968043 | 6/30/2000 | $7,823 | $7,823 | 223% | $0 |
| 83 | 20009008045 | 2000 SEWER INSTALLATION Total | 1/1/2000 | $1,359,507 | $865,774 | 223% | $1,103,266 |
| 84 | 20019008046 | 2001 SEWER INSTALLATION Total | 1/1/2001 | $831,408 | $508,666 | 219% | $707,308 |
| 85 | 20019008047 | 2001 SEWER INSTALLATION MISL Total | 1/1/2001 | $157,281 | $96,227 | 219% | $133,804 |

| Line | ASSET | DESCRIPTION | DATE ACQ | ACQ COST | LTD ACCUM DEPR | CCI Adjustment | RCLD |
|---|---|---|---|---|---|---|---|
| 86 | 20020080 | SEWAGE PUMP PORTABLE LIFT STATION SILENT | 4/22/2002 | $53,043 | $53,043 | 213% | $0 |
| 87 | 20029008001 | FY2002 SEWER INSTALLATIONS/REPLACEMENT | 6/30/2002 | $802,797 | $462,713 | 213% | $723,086 |
| 88 | 20030992062 | FY03 SEWER STATION AIR COMPRESSOR 992062 | 6/30/2003 | $27,314 | $20,087 | 208% | $15,008 |
| 89 | 20031600011 | ANNUAL SEWER REPLACEMENT | 6/30/2003 | $315,590 | $174,005 | 208% | $294,022 |
| 90 | 20039008001 | FY03 SEWER STONERIDGE MALL ROAD 992050 | 6/30/2003 | $140,935 | $77,706 | 208% | $131,304 |
| 91 | 20039008002 | 2003 SEWER INSTALLATION- PRIVATE DEVELOP | 6/30/2003 | $1,474,993 | $813,257 | 208% | $1,374,191 |
| 92 | 20049008001 | FY04 SEWER ADDITIONS PRIVATE DEVEL | 6/30/2004 | $738,978 | $388,962 | 195% | $683,850 |
| 93 | 20049008002 | FY04 PUMP STATION ADD- CASTLEWOOD HTS | 6/30/2004 | $900,000 | $378,913 | 195% | $1,018,084 |
| 94 | 20059008001 | 2005 SEWER INSTALLATION CIP #022002 0020 | 1/4/2005 | $740,045 | $378,726 | 187% | $674,552 |
| 95 | 20059008002 | 2005 PD SEWER ADDITION TRACTS: 64006590 | 9/21/2004 | $1,445,562 | $751,835 | 195% | $1,355,382 |
| 96 | 20069008002 | 2006 PD SEWER ADDITIONS TRACTS: 7271 737 | 1/3/2006 | $1,223,263 | $595,424 | 179% | $1,126,001 |
| 97 | 20069008003 | 2006 SEWER ADDITIONS | 6/30/2006 | $4,395,712 | $2,093,809 | 179% | $4,128,357 |
| 98 | 20069008004 | 2006 SEWER ADDITION ADJUSTMENT FOR CIP 0 | 6/30/2006 | $64,600 | $30,771 | 179% | $60,672 |
| 99 | 20070043 | STAND BY POWER GENERATOR DIESEL | 7/1/2006 | $48,394 | $48,394 | 179% | $0 |
| 100 | 20079008002 | 2007 PD SEWER ADDITIONS TRACTS: 69515904 | 6/30/2007 | $1,927,445 | $869,895 | 175% | $1,845,477 |
| 101 | 20079008003 | 2007 CIP SEWER ADDITION CIP: 032017 0520 | 1/16/2007 | $1,432,741 | $661,555 | 175% | $1,345,757 |
| 102 | 20089008001 | 2007-08 PD SEWER ADDITIONS | 1/15/2008 | $1,636,434 | $714,683 | 167% | $1,541,916 |
| 103 | 20099008001 | 2009 SEWER REPLACEMENT CIP 072002/081033 | 10/7/2008 | $563,573 | $235,559 | 167% | $548,705 |
| 104 | 20099008002 | 2008-09 PD SEWER ADDITIONS TRACTS: 72407 | 3/3/2009 | $4,183,951 | $1,705,189 | 162% | $4,020,702 |
| 105 | 20109008001 | 2010 SEWER ADDITIONS CIP 082002 | 12/1/2009 | $263,267 | $102,358 | 162% | $261,005 |
| 106 | 20109008002 | 2010 BI ANNUAL ELECTRICAL PANEL UPGRADES | 6/30/2010 | $39,972 | $15,042 | 158% | $39,386 |
| 107 | 20109008003 | 2010 PD SEWER ADDITIONS TRACTS 7890 | 4/20/2010 | $120,699 | $45,922 | 158% | $118,137 |
| 108 | 20110079 | SOFTWARE, UTILITY BILLING, NEW WATER BIL | 6/30/2011 | $97,000 | $97,000 | 153% | $0 |
| 109 | 20119008000 | 2011 SEWER IMPROVEMENTS BERNAL AVE CIP 9 | 8/17/2010 | $288,600 | $107,396 | 158% | $286,275 |
| 110 | 20120006 | LAND, FUTURE PUMP STATION, EALS | 4/25/2012 | $77,342 | $0 | 149% | $115,507 |
| 111 | 20129008000 | 2011-12 PD SEWER ADDITIONS, TRACT:7534_x | 8/16/2011 | $157,521 | $54,679 | 153% | $157,620 |
| 112 | 2014000047 | Land DD 046921-01-01 Sewer Lift Station | 7/16/2013 | $160,200 | $0 | 146% | $233,262 |
| 113 | 2014000048 | Sewer Lift Station S6 CIP 012027 | 7/16/2013 | $2,937,147 | $1,759,229 | 146% | $1,715,127 |
| 114 | 2014000057 | 2013-14 PD SEWER ADDITIONS TRACT 8004 & | 11/5/2013 | $437,077 | $127,126 | 146% | $451,309 |
| 115 | 2014000059 | 2013-14 PD SEWER ADDITIONS TRACT 8064 | 12/17/2013 | $285,889 | $82,556 | 146% | $296,066 |

| Line | ASSET | DESCRIPTION | DATE ACQ | ACQ COST | LTD ACCUM DEPR | CCI Adjustment | RCLD |
|---|---|---|---|---|---|---|---|
| 116 | 2015900073 | Tract 8020 Staples Ranch Sewer | 8/19/2014 | $226,595 | $61,656 | 142% | $233,818 |
| 117 | 2016000058 | 2015-16 PD Sewer Addtions | 6/30/2016 | $1,226,679 | $277,543 | 134% | $1,276,262 |
| 118 | 2017000029 | Tyler Cashiering Software 50 | 4/30/2017 | $48,620 | $48,620 | 129% | $0 |
| 119 | 2017000089 | 2017 PD Sewer Additions Tract 8147 Pleas | 6/6/2017 | $1,262,311 | $254,041 | 129% | $1,305,395 |
| 120 | 20180016 | 300KV PORTABLE GENERATOR W/TRAILER#176 | 5/2/2018 | $139,414 | $66,609 | 126% | $91,490 |
| 121 | 20180040 | 2018 PD SEWER ADDITION TRACT 7660 | 6/19/2018 | $167,264 | $29,620 | 126% | $172,971 |
| 122 | 20180041 | 2018 PD SEWER ADDITIONS TRACT 8317 | 6/19/2018 | $252,742 | $44,756 | 126% | $261,365 |
| 123 | 20180045 | 2018 SEWER ADD-STANLEY BLVD CIP 05522 | 11/7/2017 | $411,133 | $78,800 | 129% | $430,267 |
| 124 | 20180051 | MEADOWLARK SEWER CASING PIPE CIP13226 | 3/6/2018 | $1,210,077 | $221,847 | 126% | $1,241,858 |
| 125 | 20190010 | 2019 PD SEWER ADDITION (PM 10184) | 8/21/2018 | $18,174 | $3,143 | 126% | $18,889 |
| 126 | 20190011 | 2019 SEWER ADD (TRACT 7968) | 8/21/2018 | $160,394 | $27,735 | 126% | $166,706 |
| 127 | 20190012 | 2019 PD SEWER ADDITION (TRACT 8257) | 3/19/2019 | $259,035 | $41,014 | 123% | $268,657 |
| 128 | 20190013 | 2019 PD SEWER ADDITION (ESSEX I) | 9/18/2018 | $19,699 | $3,365 | 126% | $20,526 |
| 129 | 20190024 | WATER PUMP | 6/7/2019 | $21,357 | $8,662 | 123% | $15,644 |
| 130 | 20200004 | 2020 PD SEWER ADDITION (TRACT 8246) | 1/21/2020 | $345,749 | $47,540 | 121% | $361,550 |
| 131 | 20200005 | 2020 PD SEWER ADD (TRACT 7968) | 5/5/2020 | $83,771 | $10,820 | 121% | $88,446 |
| 132 | 20210019 | VEHICLE #117 REPAIRS | 11/2/2020 | $5,655 | $3,063 | 121% | $3,143 |
| 133 | 20210073 | SANITARY SEWER MANHOLE | 8/4/2020 | $6,000 | $738 | 121% | $6,380 |
| 134 | 20220031 | Godwin solids pump handling trailer | 12/20/2021 | $60,556 | $14,466 | 115% | $52,806 |
| 135 | 20220082 | 2022 Sewer Addition Rose Tract 8317 | 10/5/2021 | $160,320 | $15,030 | 115% | $166,462 |
| 136 | 20220083 | 2022 Sewer Add Irby Ranch Tract 8245 | 11/16/2021 | $702,350 | $64,382 | 115% | $730,935 |
| 137 | 20230037 | Vac-Con Hot Shot Flusher Truck #116 | 1/27/2023 | $347,093 | $108,466 | 104% | $248,326 |
| 138 | 20230040 | 2022 Ford F-550 Fleet - Vehicle #101A | 3/10/2023 | $156,820 | $45,739 | 104% | $115,596 |
| 139 | 20230059 | Pietronave PM 9525 - Sewer Infrast Impr | 6/30/2023 | $68,980 | $3,593 | 104% | $68,045 |
| 140 | 20240206 | TRASH PUMP 4" SILENT TRAILERED | 11/1/2023 | $70,782 | $11,797 | 104% | $61,383 |
| 141 | 20240224 | FORD F250 PICKUP #104A | 7/1/2015 | $20,559 | $20,559 | 139% | $0 |
| 142 | 20240225 | FORD F250 UTILITY BODY #120A | 9/1/2015 | $20,083 | $20,083 | 139% | $0 |
| 143 | 20240294 | Ford  Environmental Services Escape Hybr | 9/11/2022 | $40,354 | $22,867 | 107% | $18,689 |
| 144 | 20240295 | Nissan Pickup Frontier #103 | 7/8/2023 | $30,798 | $12,319 | 104% | $19,230 |
| 145 | 20240296 | Ford Hybrid pickup Maverick #105A | 3/4/2024 | $30,654 | $8,174 | 102% | $23,026 |

| Line | ASSET | DESCRIPTION | DATE ACQ | ACQ COST | LTD ACCUM DEPR | CCI Adjustment | RCLD |
|---|---|---|---|---|---|---|---|
| 146 | 20240301 | 2024 Sewer Addition Meadowlark T-7813 | 12/19/2023 | $50,000 | $1,979 | 104% | $49,973 |
| 147 | 20240302 | 2024 Sewer Addition Ponderosa T-8259 | 12/19/2023 | $109,000 | $4,315 | 104% | $108,941 |
| 148 | 20250048 | 2024 FORD-150 HYBRID ACCESSORIES #100 | 3/25/2025 | $4,859 | $202 | 100% | $4,657 |
| 149 | 20250049 | 2024 FORD-150 HYBRID SUPER CREW #100 | 12/2/2024 | $63,046 | $4,597 | 102% | $59,869 |
| 150 | 20250050 | 2024 FORD-150 HYBRID ACCESSORIES #100 | 5/23/2025 | $1,881 | $39 | 100% | $1,842 |
| 151 | 20250054 | FY25 SCADA UPDATE SEWERUTILITY-SEWER | 6/30/2021 | $339,868 | $34,695 | 115% | $349,644 |
| 152 | 20250061 | LS7&LS8 VENTILATION/LIGHTING IMPROV | 5/5/2022 | $1,119,020 | $88,589 | 107% | $1,101,273 |
| 153 | 20250063 | EAST AMADOR LIFT STATION (EALS | 6/30/2024 | $587,153 | $15,902 | 102% | $585,131 |
| 154 | 20250067 | FY25 ANNUAL SEWER COLLECTION SYS IMPROVE | 6/30/2024 | $741,573 | $20,084 | 102% | $739,020 |
| 155 | 20250083 | Pumps - Sewer Stations 5-14 & | 6/30/2025 | $33,737 | $187 | 100% | $33,549 |
| 156 | 20250084 | Smart Covers Sewer Systems | 1/27/2025 | $42,843 | $1,428 | 100% | $41,415 |
| 157 | 20250094 | Forklift Hyster H90FT - Serial | 6/23/2025 | $24,016 | $133 | 100% | $23,882 |
| 158 | 20250095 | Trail King Tilt Trailer TKT40L | 10/14/2024 | $58,093 | $2,905 | 102% | $56,530 |
| 159 | 20972009 | FY2000 ANNUAL RADIO TELM 972008 | 6/30/2000 | $8,216 | $6,865 | 223% | $3,019 |
| 160 | 20972024 | FY2000 S5 BANK REPAIR PH2 972024 | 6/30/2000 | $113,296 | $94,668 | 223% | $41,625 |
| 161 | 20992001 | FY2000 SWR MAIT HOLE IMP 992001 | 6/30/2000 | $7,517 | $6,281 | 223% | $2,762 |
| 162 | 21000069 | MOTOR/PUMP REPLACEMENT STA. 4 | 6/30/2001 | $9,534 | $7,648 | 219% | $4,134 |
| 163 | 21002001A | MINI DRAIN SNAKE PIPE LOCATOR | 8/18/2000 | $2,623 | $2,623 | 223% | $0 |
| 164 | 91001413 | TRUCK LIC. 203286 VEH. 112 | 1/1/1988 | $7,500 | $7,500 | 308% | $0 |
| 165 | 91001418 | VAN LIC. 288042 VEH. 117 | 1/1/1991 | $12,237 | $12,237 | 288% | $0 |
| 166 | 91003001 | BUILDING-SEWER DEPARTMENT | 1/1/1990 | $790,664 | $560,946 | 294% | $674,836 |
| 167 | 91048401 | SEWER PUMPING STATION 2 4193 FIRST ST. | 1/1/1975 | $7,893 | $7,893 | 628% | $0 |
| 168 | 91048501 | SEWER PUMPING STATION 3 333 HOPYARD RD. | 1/1/1980 | $37,471 | $34,087 | 429% | $14,532 |
| 169 | 91048601 | SEWER PUMPING STATION 4 1065 SERPENTINE | 1/1/1981 | $57,267 | $50,949 | 393% | $24,845 |
| 170 | 91048701 | SEWER PUMPING STATION 7 4950 BERNAL AV. | 1/1/1980 | $304,010 | $276,557 | 429% | $117,893 |
| 171 | 91048801 | SEWER PUMPING STATION 8 6896 KOLL CNTR. | 1/1/1980 | $317,797 | $289,099 | 429% | $123,238 |
| 172 | 91048901 | SEWER PUMPING STATION 9 6720 ARLINGTON | 1/1/1977 | $40,176 | $38,965 | 540% | $6,533 |
| 173 | 91049001 | SEWER PUMPING STATION 10 7341 FOOTHILL | 1/1/1985 | $31,430 | $25,443 | 331% | $19,837 |
| 174 | 91049101 | SEWER PUMPING STATION 11 900 GRAY FOX | 1/1/1987 | $26,904 | $20,703 | 316% | $19,565 |
| 175 | 91050101 | GROUP OF NON-INSURABLE LAND IMPROVEMENTS | 1/1/1982 | $149,280 | $149,280 | 363% | $0 |

| Line | ASSET | DESCRIPTION | DATE ACQ | ACQ COST | LTD ACCUM DEPR | CCI Adjustment | RCLD |
|---|---|---|---|---|---|---|---|
| 176 | 91050301 | LIFT STATION PACKAGE TYPE DRYWELL | 1/1/1969 | $22,410 | $22,410 | 1095% | $0 |
| 177 | 91051701 | PROCESS PIPING | 1/1/1980 | $54,060 | $54,060 | 429% | $0 |
| 178 | 91051808 | GROUP OF NON-INSURABLE LAND IMPROVEMENTS | 1/1/1980 | $11,640 | $11,640 | 429% | $0 |
| 179 | 91052413 | PROCESS PIPING | 1/1/1980 | $41,340 | $41,340 | 429% | $0 |
| 180 | 96000507 | LOAD TEC GERERATOR S-7 | 2/22/1996 | $7,443 | $7,443 | 247% | $0 |
| 181 | 96000508 | LOAD TEC GENERATOR RESISTIVE LOAD BANK S | 2/22/1996 | $7,443 | $7,443 | 247% | $0 |
| 182 | 96001102 | SEWER TELEMETRY SYSTEM UPGRADE BONDE RES | 6/1/1996 | $39,892 | $38,667 | 247% | $3,029 |
| 183 | 96001105 | TELEMETRY SYSTEM UPGRADE PUMP STATION S- | 6/1/1996 | $58,245 | $56,457 | 247% | $4,423 |
| 184 | 96001106 | TELEMETRY SYSTEM UPGRADE PUMP STATION S- | 6/1/1996 | $46,595 | $45,165 | 247% | $3,538 |
| 185 | 96001107 | STRUCTURAL/SITE IMPROVEMENT PUMP STA. S- | 6/1/1996 | $198,495 | $115,339 | 247% | $205,686 |
| 186 | 97000091 | PUMP VACTOR 810 FOR VEHICLE 102 | 3/21/1997 | $11,835 | $11,175 | 239% | $1,575 |
| 187 | 97005004 | LAND OSC SEWER | 6/30/1997 | $345,225 | $0 | 239% | $823,720 |
| 188 | 99538993 | FY99 CONFINED SPACE AIR PACK SYSTEM | 6/30/1999 | $5,000 | $4,345 | 229% | $1,503 |
| 189 | 99968036 | FY99 MUNI GOLF COURSE PRELIMINARY STUDY | 6/30/1999 | $67,371 | $67,371 | 229% | $0 |
| 190 | 99972001 | FY99 SEWER MAINT HOLE IMPROVEMENT | 6/30/1999 | $26,950 | $23,419 | 229% | $8,101 |
| 191 | **Total** | | | **$131,754,685** | **$97,363,765** | | **$65,468,002** |

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## PLEASANTON SEWER SYSTEM BY THE NUMBERS

**6 Million**
*Gallons Per Day of Dry Weather Wastewater Flow*

**21,015**
*Service Connections*

**260 Miles**
*Gravity Pipelines*

**4.9 Miles**
*Force Mains*

**8**
*Siphons*

**11**
*Lift Stations*

**6,500**
*Manholes*

**27**
*Employees*

## SEWER RATE SETTING TIMELINE:

- **June 2025** - Adopted updated Sewer System Management Plan
- **November 2025** - Approved Long-Term Capital Improvement Plan
- **February 2026** - Approved Financial Plan and Balanced Delivery Method for Capital Investments for the Next Five Years
- **April 2026** - Special City Council Workshop regarding Findings from the 2026 Sewer Rate Study
- **June 2026** - City Council Approved Proposed Sewer Rate Structure Changes and Connection Fees
- **July 2026** - City Council Accepted 2026 Sewer Rate Study and Approved Proposition 218 Public Hearing Notice
- **November 17, 2026** - Public Hearing and Adoption of Sewer Rates and Connection Fees
- **January 1, 2027** - New Sewer Rates and Connection Fees Become Effective

THE CITY OF PLEASANTON

## HOW TO PARTICIPATE:

Customers are welcome to attend the public hearing on Nov. 17, 2026. All property owners or sewer customers directly responsible for paying sewer bills may submit a written protest against the proposed rate charges. While the public may verbally comment at the hearing, only valid written protests will be counted as formal protests.

### SUBMITTING A VALID WRITTEN PROTEST

**To submit a valid written protest, the protest must:**

- Be submitted in writing by mail, hand delivery, or at the public hearing
- Include your name and service address or assessor's parcel number
- Include a signature from the property owner or customer of record
- Be received before the close of the public hearing on Nov. 17, 2026

**Written protests can be mailed or hand-delivered to:**

City of Pleasanton
Attention: City Clerk
123 Main Street
Pleasanton, CA 94566

**All written protests will be verified. Only one written protest will be considered per parcel. Protests submitted by email, fax, or other electronic means will not be considered a valid written protest.**

**All written objections must be submitted to the City Clerk by the end of the public comment period at the Public Hearing on Nov. 17, 2026.**

**Failure to submit a timely objection in writing bars any right to challenge the fees, charges, or assessments in court, and any such action will be limited to issues identified in such written objections.**

## PUBLIC HEARING PROCESS

The City Council will consider all written protests and public comments at the Public Hearing. After the public hearing, if property owners or account holders representing a majority of the impacted parcels submit written protests opposing the proposed rates, the rates will not be adopted. If a majority of written protests is not received, the City Council may adopt the proposed changes, but is not obligated to do so. **If adopted, the new rates would take effect on January 1, with subsequent rate increases starting on July 1 each year.**

**You may also appear at the public hearing on the date and time specified in this notice.** Per Government Code Section 53759, any legal challenge to the proposed rate adjustments must be filed within 120 days of the date that the resolution adopting the proposed rate adjustments is adopted.

## STAY INFORMED

The City of Pleasanton seeks to remain actively engaged with our customers throughout this process. **You can stay informed in one of the following ways:**

Follow Us on Facebook and Instagram **@CityofPleasantonCA.**

Sign Up for the **Pleasanton Pipeline Special Edition E-Newsletter** at PleasantonWater.com.

For questions regarding the proposed sewer rate changes, call **(925) 931-5500** or email **SewerRates@cityofpleasantonca.gov.** Written protests will not be accepted via email, all protests must be submitted using the instructions above.

To learn more, scan the QR code or go online at **PleasantonWater.com/Sewer**

THE CITY OF PLEASANTON
P.O. Box 520
Pleasanton, CA 94566

## CITY COUNCIL

Mayor Jack Balch
Vice Mayor Matt Gaidos
Councilmember Craig Eicher
Councilmember Jeff Nibert
Councilmember Julie Testa

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Learn More At
**PleasantonWater.com/SewerRates**

# SEWER RATE UPDATE

*Safe, Reliable Service. Responsible Rates.*

## NOTICE OF PUBLIC HEARING

***Regarding Proposed Changes to Sewer Rates and Fees***

## TUESDAY, NOVEMBER 17 AT 7:00 P.M.

**City of Pleasanton, City Council Chamber | 200 Old Bernal Avenue, Pleasanton, CA 94566**

The City of Pleasanton is committed to providing safe, reliable wastewater services that protect public health and the environment now and in the future. As part of this commitment, the City must regularly assess its sewer rates and fees to address rising operating costs, regulatory requirements, aging infrastructure, and long-term system needs.

The City Council will hold a public hearing to consider proposed changes to the City's sewer rates for the next four years, effective January 1, 2027. The proposed rate adjustments will apply to all parcels receiving sewer collection services from the City of Pleasanton.

## PROPOSITION 218 OFFICIAL NOTICE OF SEWER RATE CHANGES

This notice is provided pursuant to Article XIII D of the California Constitution (also known as "Proposition 218"). Under Proposition 218, the City must notify all property owners and customers of record of proposed changes to property-related fees, including sewer service charges.

The City Council will hold a public hearing at the time, date, and location specified on the front of this notice to consider adopting proposed changes to the City's existing sewer rates and fees for the next four years.

All members of the public are invited to attend the public hearing. Additionally, under California state law, all property owners and customers of record may submit a written protest to the proposed rate changes. Please refer to the "**How to Participate**" section of this document for instructions on submitting a written protest. **For questions about the public hearing process, contact the City Clerk's Office at (925) 931-5027 or pleasantoncityclerk@cityofpleasantonca.gov.**



CITY OF PLEASANTON'S PUBLIC WORKS OPERATIONS SERVICES CENTER

## A DATA-DRIVEN APPROACH TO RATE-SETTING

Maintaining a safe, reliable sewer system requires long-term planning. Over the past several years, the City has completed a series of studies to better understand the condition of its sewer system, identify future infrastructure needs, and evaluate long-term funding requirements. The proposed sewer rates are the result of a transparent, data-driven planning process designed to support long-term system reliability and financial sustainability.

Last year, the City updated its **Sewer System Management Plan (SSMP)** and developed a **Long-Term Capital Improvement Plan** that identified critical sewer infrastructure improvements over the next four years and set priorities for long-term rehabilitation and replacement projects over the next 20 years.

Building on these planning efforts, the City completed a **Financial Analysis and Plan** to evaluate future funding needs and assess multiple investment scenarios. In February, the City Council approved a balanced approach that prioritizes critical infrastructure investments while managing costs and long-term system risks.

These efforts established the foundation for the City's **first comprehensive Sewer Rate Study and Cost-of-Service Analysis**, which evaluated the long-term funding needs of the sewer system and proposed updated sewer rates, sewer connection fees, and changes to the rate structure.

The proposed rates in this notice are based on these findings and are intended to provide sufficient funding to operate, maintain, repair, and improve the City's sewer system responsibly while protecting public health and the environment.

A copy of the sewer rate study and cost-of-service analysis is available at **PleasantonWater.com/SewerRates** and can be mailed to customers upon request.

## WHY ARE RATES CHANGING?

The City's Sewer System Management Plan, Financial Plan, and first comprehensive Sewer Rate Study identified several factors driving the need for updated sewer rates and fees. Sewer rates fund the operation, maintenance, rehabilitation, replacement, and regulatory compliance needs of the City's sewer collection system. **Top factors driving the proposed changes include:**

- **Historically Low Rate Adjustments:** For many years, Pleasanton's sewer rates were adjusted only for changes in the Consumer Price Index (CPI). While this approach kept rates stable, it did not fully account for the long-term costs of maintaining, rehabilitating, and replacing aging sewer infrastructure.
- **Aging Infrastructure and Critical Capital Needs:** Unlike many other public services, sewer infrastructure must operate continuously every day to safely collect and transport wastewater. Planning efforts identified approximately $55 million in critical sewer infrastructure improvements over the next four years to address aging assets, reduce the risk of sewer backups, overflows, and service disruptions, and avoid costly emergency repairs.
- **Rising Costs and Regulatory Requirements:** Like utilities throughout California, the City continues to experience rising costs for labor, materials, equipment, energy, and regulatory requirements.
- **Modernizing Rates with Cost-of-Service Principles:** The proposed rate structure changes are designed to simplify sewer charges and more closely align costs with each customer's estimated use of the sewer system and contribution to wastewater flows.
- **Maintaining Long-Term Financial Sustainability:** Updated rates are necessary to support ongoing sewer operations, maintenance, and capital improvement needs while maintaining the long-term financial health of the sewer enterprise fund.

## UNDERSTANDING SEWER RATES AND PROPOSED CHANGES

Depending on customer type and location, sewer bills include both City sewer collection charges and regional wastewater treatment charges. **City Sewer Charges** fund the collection and transportation of wastewater through Pleasanton's local sewer system, while **Regional Treatment Charges** fund wastewater treatment and disposal services provided by Dublin San Ramon Services District (DSRSD) or the City of Livermore.

The Sewer Rate Study evaluated how wastewater is generated by different customer types and allocated costs proportionally based on estimated wastewater flows.

**Residential Customers:** Residential sewer charges are billed as a fixed bi-monthly rate. Wastewater flows are estimated using average household size data from the American Community Survey and a City-specific indoor water use assumption of 51 gallons per capita per day.

**Commercial, Industrial, and Institutional Customers:** Sewer charges are assessed based on average winter water use and expressed as a variable rate per hundred cubic feet (CCF). Wastewater flows are estimated using actual water usage data and winter water use patterns, which provide a more accurate representation of wastewater generation by excluding outdoor irrigation.

To improve transparency, simplify charges, and better align rates with cost-of-service principles, the following rate structure changes are proposed:

- **Residential Customers:** Combining condominium and multifamily customers into a single residential rate category.
- **Commercial and Industrial Customers:** Creating a single uniform collection rate across all business classifications, regardless of business type, along with a minimum charge.
- **Institutional Customers:** Maintaining the distinction between submetered and non-submetered Pleasanton Unified School District customers based on differences in water use characteristics.






**ONGOING MAINTENANCE AND REPAIRS**
Public works staff routinely monitors, cleans, and repairs the City's sewer system.

## WHERE DOES OUR WASTEWATER GO?

After wastewater is collected through Pleasanton's sewer system, it's conveyed to regional treatment facilities for treatment and disposal.

Most wastewater generated in Pleasanton is treated by Dublin San Ramon Services District (DSRSD) at its Regional Wastewater Treatment Facility. Wastewater from the Ruby Hill area is treated by the City of Livermore at its Water Reclamation Plant.

Following treatment, a portion of the water is recycled and reused locally for irrigation and landscaping. The remaining treated wastewater is transported through a regional system operated by the Livermore-Amador Valley Water Management Agency (LAVWMA) and the East Bay Dischargers Authority (EBDA) for discharge into San Francisco Bay.

## WHAT DO SEWER RATES PAY FOR?

Pleasanton's sewer system operates 24 hours a day, 365 days a year, to safely collect and transport wastewater from homes and businesses to regional treatment facilities. **Sewer rates fund the operation, maintenance, and improvement of the City's sewer infrastructure, support compliance with State and Federal regulatory requirements, and protect public health and the environment.**

Over the next four years, rates will support critical investments needed to maintain a safe and reliable sewer system, including:

- Systemwide sewer cleaning and flushing
- Inspection and maintenance of sewer mains, manholes, force mains, and pump stations
- Sewer system monitoring and condition assessments
- Fats, Oils, and Grease (FOG) prevention and inspection programs
- Emergency response planning and preparedness
- Staff training and regulatory compliance activities
- Replacement of vehicles, equipment, and aging infrastructure assets
- Rehabilitation and replacement projects identified in the Capital Improvement Plan



## PROPOSED SEWER RATES

Rate adjustments are proposed for the next four years (FY 2027-FY 2030) for single-family, condominium, multifamily, commercial, industrial, and school customer classifications. Rate changes vary by customer type and will take effect January 1, 2027, with subsequent increases on July 1 of each year. The proposed sewer rates shown below reflect the findings of the 2026 Sewer Rate Study to support the City's long-term sewer infrastructure, operational, maintenance, and regulatory needs. The following tables present proposed City sewer collection rates and estimated combined sewer bills, including regional wastewater treatment charges. Pass-through treatment charges shown in this notice are based on approved or estimated rates established by Dublin San Ramon Services District (DSRSD) or the City of Livermore. These charges are subject to change by the respective agency and are not set by the City of Pleasanton.

### PROPOSED CITY SEWER RATES - RESIDENTIAL
*Bi-Monthly Fixed Residential Charges*

| Customer Type | Current Rates | FY 2027 *Effective Jan. 1* | FY 2028 *Effective July 1* | FY2029 *Effective July 1* | FY2030 *Effective July 1* |
|---|---|---|---|---|---|
| Single Family | $31.70 | $57.03 | $62.74 | $69.02 | $75.93 |
| Single Family w/ 2nd Residence | $48.28 | $96.53 | $106.19 | $116.81 | $128.50 |
| Condo | $21.77 | $39.51 | $43.47 | $47.82 | $52.61 |
| Multi-Family | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |

### PROPOSED CITY SEWER RATES - INSTITUTIONAL
*Institutional Variable Charges ($/CCF). 1 CCF = 748 Gallons*

| | | | | | |
|---|---|---|---|---|---|
| Schools, Submetered | $1.46 | $2.03 | $2.24 | $2.47 | $2.72 |
| Schools, Not Submetered | $0.95 | $0.88 | $0.97 | $1.07 | $1.18 |

### PROPOSED CITY SEWER RATES - COMMERCIAL
*Commercial Variable Charges ($/CCF). 1 CCF = 748 Gallons*

| Customer Type | Current Rates | FY 2027 *Effective Jan. 1* | FY 2028 *Effective July 1* | FY2029 *Effective July 1* | FY2030 *Effective July 1* |
|---|---|---|---|---|---|
| All Commercial/Industrial Customers (Proposed Classifications) | | | | | |
| All Commercial/Industrial Customers | | $4.08 | $4.49 | $4.94 | $5.44 |
| Minimum Charge | $16.58 | $39.51 | $43.47 | $47.82 | $52.61 |
| Commercial (Current Classifications) | | | | | |
| Auto Steam Cleaning | $1.79 | $4.08 | $4.49 | $4.94 | $5.44 |
| Bakery | $1.78 | $4.08 | $4.49 | $4.94 | $5.44 |
| Laundry | $1.79 | $4.08 | $4.49 | $4.94 | $5.44 |
| Grocery with Disposal | $1.71 | $4.08 | $4.49 | $4.94 | $5.44 |
| Mortuary | $2.09 | $4.08 | $4.49 | $4.94 | $5.44 |
| Restaurant, Fast Food | $1.67 | $4.08 | $4.49 | $4.94 | $5.44 |
| Restaurant, Full Service | $1.67 | $4.08 | $4.49 | $4.94 | $5.44 |
| All Other | $1.51 | $4.08 | $4.49 | $4.94 | $5.44 |

The table below illustrates the overall customer impact by comparing current bills to projected bills under the proposed rates. Collection charges reflect the City's sewer collection charges only, while combined bills include both collection charges and treatment costs (from DSRSD or Livermore). Treatment costs are shown using current and proposed rates to provide a comprehensive view of total sewer costs.

### COMBINED BI-MONTHLY SEWER BILL - YEAR 1 (2027) - CITY & TREATMENT CHARGES

| Customer Type | Avg. Use (CCF) | Current City Collection Bill | Proposed City Collection Bill | Difference ($) | Current Combined Bill | Proposed Combined Bill | Difference ($) |
|---|---|---|---|---|---|---|---|
| Residential Customers | | | | | | | |
| Single Family | N/A | $31.70 | $57.03 | $25.33 | $97.28 | $122.61 | $25.33 |
| Single Family w/ 2nd Residence | N/A | $48.28 | $96.53 | $48.25 | $179.45 | $227.70 | $48.25 |
| Condo | N/A | $21.77 | $39.51 | $17.74 | $72.93 | $90.67 | $17.74 |
| Multi-Family | N/A | $16.58 | $39.51 | $22.93 | $67.74 | $90.67 | $22.93 |
| Ruby Hill Single Family | N/A | $31.70 | $57.03 | $25.33 | $187.68 | $213.01 | $25.33 |
| Commercial, Industrial, and Institutional Customers | | | | | | | |
| Auto Steam Cleaning | 24 | $42.96 | $97.92 | $54.96 | $260.40 | $315.36 | $54.96 |
| Bakery | 221 | $393.38 | $901.68 | $508.30 | $2,395.64 | $2,903.94 | $508.30 |
| Laundry | 20 | $35.80 | $81.60 | $45.80 | $111.80 | $157.60 | $45.80 |
| Grocery with Disposal | 171 | $292.41 | $697.68 | $405.27 | $1,662.12 | $2,067.39 | $405.27 |
| Mortuary | 15 | $31.35 | $61.20 | $29.85 | $151.50 | $181.35 | $29.85 |
| Restaurant, Fast Food | 97 | $161.99 | $395.76 | $233.77 | $736.23 | $970.00 | $233.77 |
| Restaurant, Full Service | 154 | $257.18 | $628.32 | $371.14 | $1,332.10 | $1,703.24 | $371.14 |
| All Other | 94 | $141.94 | $383.52 | $241.58 | $499.14 | $740.72 | $241.58 |
| Schools, Submetered | 172 | $251.12 | $349.16 | $98.04 | $904.72 | $1,002.76 | $98.04 |
| Schools, Not Submetered | 1,394 | $1,324.30 | $1,226.72 | ($97.58) | $6,621.50 | $6,523.92 | ($97.58) |

## IMPACT OF SEWER RATE CHANGES ON RESIDENTIAL BILLS

Based on the proposed rate changes, single-family residential customers will see a $25.33 increase in the City sewer charge per bi-monthly billing cycle, or $12.67 per month, in the first year. Under the proposed rate schedule, after the first year, subsequent rate adjustments over the next three years would be limited to 10 percent annually.

Combined sewer bill impacts vary by customer type and location. Ruby Hill customers are subject to different regional treatment charges and will experience different bill impacts.

**CURRENT SEWER BILL**
***Structure:*** *Bi-Monthly Fixed Residential Charges*

| Charge | Fixed Rate |
|---|---|
| PLEASANTON SEWER FIXED RESIDENTIAL | $31.70 |
| DSRSD SEWER FIXED RESIDENTIAL | $65.58 |
| **TOTAL** | **$97.28** |

**PROPOSED SEWER BILL - YEAR 1 (JAN. 1, 2027)**
***Structure:*** *Bi-Monthly Fixed Residential Charges*

| Charge | Fixed Rate |
|---|---|
| PLEASANTON SEWER FIXED RESIDENTIAL | $57.03 |
| DSRSD SEWER FIXED RESIDENTIAL | $65.58 |
| **TOTAL** | **$122.61** |

**ESTIMATED YEAR 1 BI-MONTHLY INCREASE: $25.33**

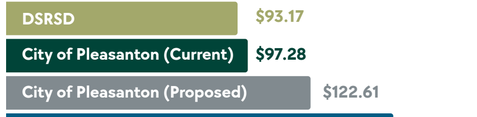
### DID YOU KNOW?

Over the past seven years, Pleasanton's residential sewer rates have **increased by only $5.58**, which is an average of just **$0.80 per year**.

## BI-MONTHLY SEWER BILL COMPARISON

A sewer rate survey was conducted to compare Pleasanton's rates with those of peer agencies in the Tri-Valley area. This chart compares the City's current and proposed bi-monthly sewer collection and treatment bills for single-family customers to those of nearby agencies.

As shown, following implementation of the proposed sewer rates, Pleasanton's combined sewer bills are expected to remain within the range of peer agencies in the Tri-Valley area.






**2026 DENKER DRIVE EMERGENCY SEWER REPAIRS**

## PROPOSED SEWER CONNECTION FEE UPDATE

This update is for informational purposes only. In addition to evaluating sewer rates, the City recently completed a comprehensive review of its sewer connection fees. These fees will not be considered during the Proposition 218 public hearing. Instead, the City Council will consider them separately at the same meeting.

Sewer connection fees are one-time charges paid by new development projects in the City to connect to the sewer system. As part of the Sewer Rate Study, the City evaluated several industry-standard approaches for calculating connection fees and determined that the Buy-In Method is the most appropriate methodology for the City's sewer system.

The Buy-In Method is commonly used when a utility system has sufficient existing capacity to serve new customers. Under this approach, new development contributes its proportional share of the value of the City's existing sewer infrastructure and available system capacity. This approach helps ensure that new development pays its fair share of system costs while protecting existing ratepayers from subsidizing future development.

The proposed sewer connection fees vary by customer type and are calculated using Equivalent Dwelling Units (EDUs), which represent the average wastewater demand of a typical single-family residence. A complete schedule of proposed sewer connection fees is available on the City's website at **PleasantonWater.com/SewerRates**. These fees are subject to annual increases based on the Consumer Price Index.

View a table of proposed sewer connection fees by customer type.

CITY COUNCIL AGENDA REPORT

July 21, 2026
Public Works - Operations Division

**TITLE: APPROVE THE PURCHASE OF SEVEN FORD POLICE INTERCEPTOR UTILITY HYBRIDS FROM NATIONAL AUTO FLEET GROUP FOR $502,381.18, INCLUSIVE OF A 15 PERCENT CONTINGENCY, IN THE POLICE VEHICLE INTERNAL SERVICE FUND (FUND 511)**

## SUMMARY

As part of the City's 20-year Repair and Replacement Plan, seven Pleasanton Police Department patrol vehicles are due for replacement in fiscal year (FY) 2026/27. These vehicles are critical assets that operate under demanding conditions, including extended idling, emergency response driving, and continuous daily use. Staff recommends purchasing seven Ford Police Interceptor Utility Hybrid (PIUH) vehicles from National Auto Fleet Group in the amount of $502,381.18, inclusive of a 15 percent contingency, to maintain reliable fleet operations and support public safety services.

## RECOMMENDATION

Authorize the City Manager to execute a purchase order with National Auto Fleet Group for seven Ford Police Interceptor Utility Hybrid vehicles in an amount not-to-exceed $502,381.18, inclusive of a 15 percent contingency.

## BACKGROUND

The Pleasanton Police Department currently maintains a fleet of 27 Ford Police Interceptor Utility Hybrid (PIUH) vehicles specifically designed for law enforcement operations. These vehicles are equipped with heavy-duty cooling systems, upgraded suspension and braking components, reinforced electrical systems, and integrated emergency response equipment necessary for patrol operations.

Patrol vehicles experience accelerated wear due to high mileage, prolonged idling, emergency response operations, and continuous stop-and-go driving conditions. To ensure reliability and minimize operational downtime, patrol vehicles are replaced on an approximately five-year cycle.

**Table 1. Police Vehicle Replacement Status**

| Fiscal Year | Number of Vehicles | Vehicle Units | Vehicle Type | Status |
|---|---|---|---|---|
| 2023/24 | 6 | 401C, 409C, 410C, 479C, 480C, 483C | PIUH | Completed |
| 2024/25 | 3 | 402C, 405C, 473C | PIUH | Completed |

| | | | | |
|---|---|---|---|---|
| 2025/26 | 4 | 475C, 476C, 478C, 488C | PIUH | Completed |
| 2026/27 | 7 | 470C, 471C, 474C, 477C, 485C, 487C, 489C | PIUH | Current Request |

The seven patrol vehicles identified for replacement in FY 2026/27 have exceeded or are approaching the end of their useful service lives and are experiencing rising maintenance costs and operational downtime. Replacement prioritization is based on mileage, maintenance history, warranty expiration, and overall vehicle condition.

**DISCUSSION**

Replacing these seven patrol vehicles is necessary to maintain operational readiness and reduce increasing repair costs associated with aging fleet assets. Maintenance costs for the vehicles scheduled for replacement currently average approximately $17,500 per vehicle annually, excluding fuel and internal labor costs. Several units have exceeded their powertrain warranty periods and are beginning to experience significant drivetrain and mechanical failures.

This purchase also supports California's  Zero-Emission Vehicle (ZEV) initiative, which establishes long-term goals to reduce greenhouse gas emissions by transitioning public fleets to low- and zero-emission vehicles.

**Table 2. Cost Breakdown**

| **Item** | **Cost** |
|---|---|
| Purchase of Vehicles (7 Units) | $436,853.20 |
| 15 Percent Contingency | $65,527.98 |
| **Total Not-to-Exceed Cost** | **$502,381.18** |

Outfitting includes installation of essential law enforcement equipment such as emergency lighting systems, push bumpers, sirens, radio and computer consoles, prisoner transport partitions, gun racks, and integrated safety systems. These components are essential for safe and effective policing operations and must be professionally installed to meet California law enforcement and vehicle safety standards.

The outfitting work will be performed using the City's Council-approved as-needed contractors specializing in police vehicle equipment installation. The vehicles will be purchased through National Auto Fleet Group using Sourcewell Contract No. 081325-NAF, which provides competitively solicited cooperative purchasing pricing.

**EQUITY AND SUSTAINABILITY**

This purchase supports the City's Climate Action Plan 2.0 by incorporating fuel-efficient hybrid

technology into the City's emergency response fleet, reducing greenhouse gas emissions and supporting long-term environmental sustainability goals.

## OUTREACH

No additional outreach was conducted. This purchase is consistent with the City's approved Vehicle Replacement Plan and standard fleet replacement practices.

## STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan Goals of *Safeguarding Our City* by ensuring reliable emergency response through dependable, mission-critical police fleet vehicles, and *Investing in Our Environment* by reducing municipal fleet emissions through hybrid vehicle integration.

## FISCAL IMPACT

The total not-to-exceed amount of the purchase order with National Auto Fleet Group is $502,381.18, inclusive of a 15 percent contingency. Funding for this procurement will come from Internal Service Fund 511 – Police Vehicle & Equipment Replacement (51122110-440107) in FY 2026/27.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
| David Luera, Operations & Maintenance Manager | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

Attachments:

1. National Auto Fleet Sourcewell Contract
2. Quote from Sourcewell for 2027 Ford Police Interceptors

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**MASTER AGREEMENT #081325**
**CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories**
**SUPPLIER: 72 Hour LLC, dba National Auto Fleet Group**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

## Article 1:
## General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

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ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.

   a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:

   a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:

      i. Vehicles of the following types and classifications:
         (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
         (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
         (3) Vans: passenger and cargo; and
         (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
      ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
         (1) Public safety applications;
         (2) ADA and paratransit applications;
         (3) Service bodies and utility bed for light trucks; and
         (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
      iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
      iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

   Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## Article 2:
## Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);
    - Participating Entity Physical Street Address;
    - Participating Entity City;
    - Participating Entity State/Province;
    - Participating Entity Zip/Postal Code;
    - Sourcewell Participating Entity Account Number;
    - Transaction Description;
    - Transaction Purchased Price;
    - Sourcewell Administrative Fee Applied; and
    - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

    If collected by Supplier, the Report may include the following fields as available:
    - Participating Entity Contact Name;
    - Participating Entity Contact Email Address;
    - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

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this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

## Article 3:
## Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

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of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 12:32 PM CST

72 Hour LLC, dba National Auto Fleet Group

Signed by:
FACBB5730C1E467...

By: _____

Jesse Cooper

Title: Fleet Manager

Date: 11/12/2025 | 11:01 AM CST

# RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

### Vendor Details

| | |
|---|---|
| Company Name: | 72 HOUR LLC |
| Does your company conduct business under any other name? If yes, please state: | National Auto Fleet Group |
| Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 |
| Contact: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Phone: | 951-440-0585 |
| Fax: | 831-840-8497 |
| HST#: | 263297677 |

### Submission Details

| | |
|---|---|
| Created On: | Friday August 01, 2025 12:01:47 |
| Submitted On: | Sunday August 10, 2025 16:56:26 |
| Submitted By: | Jesse Cooper |
| Email: | Jcooper@nationalautofleetgroup.com |
| Transaction #: | 31d3edf8-96d1-4de1-b38c-173d68dcae06 |
| Submitter's IP Address: | 147.243.244.170 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives (Not Scored)

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Provide the legal name of the Proposer authorized to submit this Proposal. | 72 Hour LLC<br>DBA: National Auto Fleet Group<br>By: Jesse Cooper | * |
| 2 | In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N. | Yes | * |
| 3 | Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell). | 72 Hour LLC has numerous subsidiaries and DBA's including but not limited to:<br>National Auto Fleet Group<br>Chevrolet of Watsonville<br>Watsonville Ford (WCAF LLC)<br>Watsonville CDJR (WCDJR, LLC)<br>Watsonville Fleet Group<br>Clewiston Motor Company, inc<br>Alan Jay Automotive Inc<br>Alan Jay Ford<br>Alan Jay CDJR<br>Alan Jay Chrysler Jeep Inc<br>Alan Jay Buick<br>Alan Jay outlet<br>Alan Jay Lincoln<br>Alan Jay Ford<br>Alan Jay Nissan<br>Alan Jay Toyota | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Duns#: 023680653<br>Unique Entity ID: Y1FHD2Z1ZDY5<br>CAGE/NCAGE: 7ZXM2 | * |
| 5 | Provide your NAICS code applicable to Solutions proposed. | 441110 (New Car Dealers)<br>532112 (Passenger Car Leasing) | |
| 6 | Proposer Physical Address: | 490 Auto Center Drive<br>Watsonville, CA 95076 | * |
| 7 | Proposer website address (or addresses): | www.NationalAutoFleetGroup.com | * |
| 8 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer): | Jesse Cooper<br><br>Fleet Manager<br>1-855-289-6572<br><br>490 Auto Center Drive<br>Watsonville, CA 95076<br><br>Jcooper@nationalautofleetgroup.com | * |
| 9 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jesse Cooper<br>Fleet Manager<br><br>490 Auto Center Drive<br>Watsonville, CA 95076<br><br>Jcooper@nationalautofleetgroup.com<br><br>855-289-6572 | * |

| | | | |
|---|---|---|---|
| 10 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Melvin Cooper<br>President<br>490 Auto Center Drive<br>Watsonville, CA 95076<br><br>831-722-4122 | * |

## Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

| Line Item | Question | Response * | |
|---|---|---|---|
| 11 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions. | National Auto Fleet Group was founded in 2010 as a new division of 72 Hour LLC, born from a single dealership in Southern California with a bold vision for streamlined fleet solutions. Since then, we've expanded our reach to include a growing network of dealerships both within and beyond California, allowing us to serve public agencies and government entities with greater efficiency and scale.<br><br>From day one, our company has embraced a people-first mindset by hiring from within, investing in long-term careers, and building a culture rooted in loyalty and growth. Many of our original Fleet Managers are still with us today, a reflection of our commitment to strong internal leadership and lasting relationships.<br><br>As the automotive landscape has evolved, so have we by adapting to emerging technologies, sustainability trends, and industry innovations. And yet, our core values remain unchanged: integrity, service, and a deep responsibility to the members we serve. We live by our promise to deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place, at the RIGHT price.<br><br>Proudly family-owned and operated, National Auto Fleet Group carries forward generations of automotive experience with a forward-looking approach. With future generations already preparing to carry the torch, we remain focused on delivering unmatched value and service for decades to come. | * |
| 12 | What are your company's expectations in the event of an award? | If awarded, this would mark our sixth Sourcewell contract, which is an achievement we're incredibly proud of. We're fully prepared to execute with the same precision, care, and commitment that has defined our previous partnerships with Sourcewell.<br><br>Our expectations are simple: to continue delivering exceptional customer service, to raise the bar on satisfaction, and to deepen our value to your members. We plan to leverage this award to launch new growth strategies and expand the reach of our offerings to even more agencies across the country.<br><br>As part of that growth, we're excited to introduce our Partner Program, detailed in the "Marketing Plan for NAFG 081325" attachment. This next-generation tool empowers members to choose preferred upfitters, creating a seamless quoting and service experience through National Auto Fleet Group. We believe there's immense value in building these flexible, member-driven partnerships and we're committed to providing turnkey solutions that are not just efficient, but genuinely satisfying from start to finish. | * |
| 13 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. | To demonstrate National Auto Fleet Group's financial strength and stability we've uploaded current bank commitment letters under the Financial Strength section of the online application. We maintain a direct line of credit of $85,000,000, actively utilized to support our current and previous Sourcewell contracts. This line can be extended as needed to meet the evolving demands of Sourcewell members.<br><br>To further reinforce our market position, we've included a summary of awarded government contracts that, collectively, represent hundreds of millions of dollars in vehicle and equipment deliveries under our existing Sourcewell agreement.<br><br>In addition, we've provided letters of commitment from several of our nationally recognized upfitting partners, including The Knapheide Manufacturing Company, as well as regional leaders such as Phenix Truck Body in Southern California. These suppliers serve as trusted partners, offering localized support to help us fulfill orders efficiently and with precision.<br><br>Lastly, we've attached supporting documentation to show the consistent growth we've achieved since receiving our first Sourcewell contract in 2012. We hope these materials clearly demonstrate our long-term commitment to financial integrity, operational excellence, and building trusted relationships with both our partner upfitters and the members we serve. | * |
| 14 | What is your US market share for the Solutions that you are proposing? | Across the brands and OEMs we represent, our estimated U.S. market share for the proposed Solutions falls between 60% and 75%. This strong presence reflects our deep partnerships, longstanding industry relationships, and consistent ability to deliver tailored fleet solutions nationwide. | * |

| | | |
|---|---|---|
| 15 | What is your Canadian market share for the Solutions that you are proposing? | While it is difficult to precisely quantify Canadian market share for the brands and OEMs we represent, we estimate it aligns closely with our U.S. share, which is approximately 60% to 75%. This estimate reflects the consistent performance and availability of our represented brands across both markets. |
| 16 | Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation. | None |
| 17 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | National Auto Fleet Group is best described as option 'A' - a distributor/dealer/reseller and authorized dealer partner for over 17 OEM manufacturers. Our network includes major brands such as Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac, and Volkswagen.<br><br>All orders are placed through franchised dealerships and titled directly to the purchasing member, ensuring compliance with all regulatory and manufacturer requirements. Supporting documentation, franchise agreements and seller's permits are authorization by the OEM's, including certifications, DMV authorizations, and factory licenses, can be found in the “Related Certification” section of this RFP submission.<br><br>Please note: We do not offer used equipment under this contract. |
| 18 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. Some of our Licenses are outlined here but not limited to: CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller’s Permit 101-135239 CA State Seller’s Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller’s Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller’s Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller’s Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License |
| 19 | Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation. | Not applicable. National Auto Fleet Group has not been suspended or debarred at any point within the past ten years. |

| | | | |
|---|---|---|---|
| 20 | Describe any relevant industry awards or recognition that your company has received in the past five years. | Over the past five years, National Auto Fleet Group has been honored with several industry recognitions that reflect our commitment to excellence in government sales. Most notably, we received top placement from Ford Motor Company as the leading dealership in Government Sales -a distinction we're especially proud of.<br><br>Additionally, our performance with Chevrolet has earned consistent recognition from General Motors, with honors received in five out of the past six consecutive years. These awards speak to the strength of our partnerships, the dedication of our team, and our ongoing focus on delivering outstanding service to public sector clients nationwide. | * |
| 21 | What percentage of your sales are to the governmental sector in the past three years? | Within our fleet division, approximately 90% of all sales over the past three years have been to governmental entities. This consistent focus reflects our deep experience and trusted relationships within the public sector. | * |
| 22 | What percentage of your sales are to the education sector in the past three years? | Over the past three years, approximately 20% of our government sector sales have been to educational institutions, including K-12 districts, colleges, and universities. Education remains a key focus within our public sector partnerships. | * |
| 23 | List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years? | We currently hold the State of California contract, under which we have delivered between 200 and 500 units annually over the past three years.<br><br>In addition, we have maintained multiple Sourcewell contracts—including 091521-NAF and 032824-NAF with combined quarterly sales totaling over $350 million across that same period. These cooperative purchasing agreements have been instrumental in expanding our reach and supporting consistent, large-scale fulfillment for public sector members nationwide. | * |
| 24 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | National Auto Fleet Group's primary focus is on our Sourcewell contract, along with the State of California contract. We do not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). Our annual sales volume across these agreements is estimated to exceed $150 million over the past three years. | * |

### Table 2B: References/Testimonials

**Line Item 25**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| City of Los Angeles, CA | Joe Casaletta | 323-526-9233 | * |
| City of Santa Monica, CA | Mark Zamora | 310-458-8526 | * |
| City of San Diego, CA | Ralph Monroy | 619-527-7577 | * |
| City of Jersey City, NJ | James Lovero | 201-547-4423 | |

### Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 26 | Sales force. | National Auto Fleet Group operates with a robust combination of direct and indirect sales force personnel.<br><br>Our direct sales force includes both in-house employees and partner dealership staff, totaling over 300 full-time and part-time individuals. These professionals are strategically located across the U.S., enabling us to support members nationwide. We also leverage strong relationships with larger-class dealerships to fulfill lower-class vehicle needs creating a versatile, cross-functional sales team that serves both our dealership network and the NAFG Fleet Division.<br><br>Our indirect sales force includes more than 100 personnel from our upfitter and supplier partner network, and that number continues to grow each year. This collaborative network supports quoting, fulfillment, and customer service, ensuring our members receive turnkey solutions that are seamless from start to finish.<br><br>Together, our direct and indirect teams have enabled NAFG to successfully grow, scale, and serve the evolving needs of Sourcewell members. As membership expands, we are fully committed to continuing that growth by bringing on additional staff to meet rising demand and, more importantly, exceed expectations. | * |

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| 27 | Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods. | Our network of Authorized Sellers spans both the United States, supported by a strong franchise system built through our 17 proposed OEMs. Each of these manufacturers has established extensive dealer networks across North America, with factory-authorized stores strategically located to ensure all members have access to local service, support, and warranty coverage.<br><br>This built-in infrastructure enables us to deliver Solutions efficiently and reliably no matter where a member is located within the US. With certified dealerships in all 50 U.S. states, we are equipped to provide responsive delivery, servicing, and warranty fulfillment with consistency and scale.<br><br>NAFG feel's the North American automotive supply chain, particularly for the OEMs we represent, is one of the strongest and most reliable in the world. Our access to this network ensures that Sourcewell members receive the highest level of support from order to delivery and beyond. | * |
| 28 | Service force. | The 17 OEMs we represent offer access to thousands of authorized service centers and warranty repair facilities across the United States. This expansive service network ensures that Sourcewell members have convenient, reliable support no matter where they are located with service centers in every state.<br><br>All OEM service locations are fully equipped to handle maintenance and warranty needs for their respective brands, providing timely and expert service that supports the full lifecycle of the vehicles we deliver.<br><br>While service accessibility is generally comprehensive across the continental U.S., members in Alaska and Hawaii may experience greater distances between franchise locations, which could impact travel time to the nearest authorized service center. Even in those cases, we work closely with our OEM partners to coordinate support and minimize disruption. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Members can inquire about a new vehicle order process in three convenient ways:<br><br>Online by visiting www.NationalAutoFleetGroup.com and using our step-by-step quote builder,<br><br>By phone at 855-289-6572 to speak directly with a fleet representative, or<br><br>By email at Fleet@NationalAutoFleetGroup.com.<br><br>Once an order is submitted, National Auto Fleet Group handles all coordination, including processing the order with the manufacturer and managing the vehicle's path through any requested upfitting or customization. Depending on the needs of the member, vehicles are either routed to an upfitting partner or shipped directly to the desired end-user location.<br><br>Throughout the process, our team remains the primary point of contact—managing communication, timelines, and logistics between the member, the manufacturer, and any third-party service providers. This ensures a streamlined, transparent, and responsive ordering experience from start to finish. | * |
| 30 | Demonstrate your ability and experience handling large order volumes for autos through light trucks. | National Auto Fleet Group has consistently managed and delivered large-scale vehicle orders from government and education members nationwide. Ranging from 5 to 927 units in a single order from cars, vans, SUV's to light trucks, including complex multi-upfitted units.<br><br>Our ability to deliver large scale orders is supported not only by a streamlined digital ordering process, strong OEM partnerships, and a coast-to-coast dealer and supplier network but also our strong commitment from our banking partner Bank of America which opened up $ 85,000,000 for our use to fulfill orders. For example, through our Sourcewell contracts, over the past 12 years we've fulfilled hundreds of millions of dollars in vehicle orders—often involving high-volume orders that include detailed upfitting, title coordination, and multi-location delivery logistics.<br><br>With our track record of thousands of units processed through platforms like our www.NationalAutoFleetGroup.com quote builder, we've demonstrated time and again our readiness to support large-volume orders quickly, accurately, and | * |

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| 31 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Our customer service program is built on proactive support, personalized guidance, and transparency in every stage of the process. From quote to delivery, members are supported by our dedicated staff available Monday through Friday, 7 AM to 7 PM PST, as well as a live chat function on our website for real-time assistance.<br><br>Members can generate quotes online through a secure dashboard, customize builds, request upfitting, and view transparent pricing including MSRP, contract discounts, and total savings all within a few clicks. After submitting an order, members receive a Courtesy Confirmation to double-check specifications, colors, quantities, upfits, and title information.<br><br>We also provide members with a “Track Your Order” feature, allowing real-time status updates using their PO number, Quote ID, VIN, or Upfit Quote ID similar to tracking a UPS package. This visibility helps members feel in control and supported every step of the way.<br><br>Our team also actively communicates factory cut-off dates, sends reminders, and documents these deadlines directly on quotes. Everything we do is focused on making the buying process easier, more transparent, and more member-driven. | * |
| 32 | Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada. | National Auto Fleet Group has nationwide reach and the infrastructure to serve all Sourcewell members across the contiguous U.S., Alaska, Hawaii, U.S. Territories, and Canada.<br><br>Our network of 17 OEM partners includes factory-authorized dealers and service centers across all 50 states and Canadian provinces, ensuring local access to warranty work, vehicle servicing, and delivery coordination. Even in geographically challenging areas like Alaska and Hawaii, we work closely with manufacturers and logistics partners to overcome longer distances between franchise points, ensuring every member receives the same level of support.<br><br>Members also benefit from real-time tracking through our website, and our Customer Service Team is available to assist with logistics, titling, and documentation whether delivery is local | * |
| 33 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities. | We are fully committed to serving all Sourcewell participating entities. In fact, Sourcewell members are the core of our business making up over 90% of our government sales activity over the past three years.<br><br>We provide a full scale Solution designed specifically with Sourcewell members in mind. From simplified online quoting to customized upfitting and transparent pricing. Whether it’s a school district ordering a fleet of vans or a public works department in need of a specialty upfit, we treat every request with urgency, accuracy, and care.<br><br>Our willingness to support members isn’t just operational, it’s cultural. Our entire team are all aligned around one mission: to make it as easy as possible for Sourcewell members to get what they need, when they need it. | * |
| 34 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | NAFG are both willing and eager to extend our products and services to Sourcewell members in Canada. Expanding into the Canadian market is a natural next step for our organization, and we believe strongly in building success through partnerships with established, local Canadian dealer groups.<br><br>Our proven business model, competitive pricing, and seamless digital tools provide a strong foundation for growth. Additionally, our straightforward approach to U.S. Dollar to Canadian Dollar conversion ensures transparency and simplicity for Sourcewell members across borders.<br><br>We’re excited about the opportunity to support Canadian members with the same commitment to service, reliability, and value that we’ve delivered in the U.S. for over a decade. | * |
| 35 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement. | National Auto Fleet Group will fully support 100% of geographic areas within the United States under the proposed agreement. We will continue to serve all Sourcewell members through our 24/7 online portal, offering around-the-clock access to quotes, order tracking, and support.<br><br>While we anticipate some logistical challanges in Canada, we are committed to expanding our infrastructure and dealer partnerships to offer equally robust service and customer care to Canadian members.<br><br>One important note: while we do serve nonprofit organizations, these entities may not qualify for the same discounted pricing available to government agencies. Nonprofits are subject to a separate pricing program, and each request will be reviewed on a case-by-case basis to determine eligibility and ensure fair, appropriate solutions. | * |

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| 36 | Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | The only potential contract requirements or restrictions for participating entities in Hawaii, Alaska, and U.S. Territories are related to logistics and shipping constraints. Due to geographic distance and limited access to certain shipping ports, there may be additional freight, handling, and port fees associated with vehicle delivery to these regions.<br><br>For example, vehicles destined for Alaska or Hawaii, particularly those that include upfits, are often coordinated through mainland processing before being shipped to the final destination. In these cases, members are informed in advance and may elect to include the additional shipping and port costs directly into their quote, ensuring full transparency and cost accuracy from the start.<br><br>Despite these logistical considerations, National Auto Fleet Group is fully equipped and experienced in fulfilling orders for members in these areas, and we will continue to do so with the same level of attention, care, and service as we provide in the continental U.S. | * |
| 37 | Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits. | National Auto Fleet Group (NAFG) has over two generations of expertise in selling vehicles to state and local government agencies, public and private K-12 and higher education institutions, and non-profit organizations across the United States. As a minority family-owned business, we have built a strong reputation for our ability to navigate the complexities involved in government fleet vehicle purchasing.<br><br>We specialize in offering hassle-free, reliable, and cost-effective solutions through our Sourcewell contracs since Sourcewell has done the bidding already on behalf of the members. Sourcewell contracts empower public agencies to bypass the tedious and time-consuming bidding process, allowing them to focus their efforts on other projects while we handle the procurement.<br><br>NAFG holds two highly awarded Sourcewell contracts, which streamline vehicle purchases by providing a range of options—from light-duty vehicles like cars, vans, and SUVs to heavy-duty trucks, buses, and specialized vehicles for public entities. Through our partnerships with manufacturers and upfitters, we cater to the specific needs of government entities, school districts, and non-profits, ensuring the vehicles are ready for immediate in-service needs along with all necessary upfitting if needed.<br><br>Our experience spans from working with small rural schools requiring a single van, to large cities replacing fleets of hunderds of utility trucks. No matter the scale or complexity, we are committed to offering the highest level of customer service and delivering vehicles that meet our clients' needs, budgets, and timelines. By leveraging the efficiency of Sourcewell's competitive contracts, we help our customers save both time and money, making vehicle purchasing seamless and efficient. | * |
| 38 | Will Proposer extend terms of any awarded master agreement to nonprofit entities? | Yes, National Auto Fleet Group (NAFG) will extend the terms of any awarded master agreement to nonprofit entities, provided the vehicles and the entities meet the applicable qualifications. We understand the importance of supporting nonprofit organizations, and we are committed to offering the same competitive pricing, efficient service, and high-quality vehicles that we provide to our government and educational agency customers. | * |

## Table 4: Marketing Plan (100 Points)

| Line Item | Question | Response * | |
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| 39 | Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | National Auto Fleet Group (NAFG) uses a comprehensive, multi-tiered marketing strategy to promote the Sourcewell contract and streamline the vehicle purchasing process for government and education entities. Our marketing strategy combines digital, in-person, and relationship-based outreach to maximize exposure, drive engagement, and support long-term growth.<br><br>Website and Inbound Marketing:<br>Our professional, customer-focused website serves as a key marketing gateway. Members can browse in-stock vehicles, explore pricing, register for access, build vehicles, and request quotes. We create inbound opportunities through tailored content such as how-to videos, member success stories, and social media posts, directing potential members to our website and empowering them to make informed purchasing decisions.<br><br>Email Marketing:<br>Email remains one of our most effective outreach tools, given its high usage among public agency staff. We use visually rich, mobile-friendly email campaigns that include flyers with Sourcewell contract details, manufacturer incentives, seasonal promotions, first-time buyer offers, and factory cutoff reminders. These emails feature embedded videos, images, and direct links to the Sourcewell homepage and NAFG quoting tools. Our platform also allows us to track performance metrics such as open rates, click-throughs, and unsubscribes to continuously refine our messaging. | |

In-Person Marketing and Trade Shows:
We attend major industry trade shows, including GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO to establish direct connections with members and vendors. These face-to-face meetings foster trust and long-term relationships. We also deliver in-person presentations to local cities, counties, school districts, water districts, and port authorities to explain how the NAFG–Sourcewell process works, how to buy without bidding, and the vehicle options available.

Customer Advocacy (Word-of-Mouth Marketing):
NAFG's reputation for exceptional service drives organic growth through member referrals. Our commitment to white-glove support from quote to post-delivery often results in repeat customers and unsolicited endorsements. We've built our brand through consistent follow-through, fast solutions, and personalized care—even years after a vehicle has been delivered.

Cross-Promotion Marketing with Sourcewell Vendors:
We actively collaborate with fellow Sourcewell vendors such as NCL Government Capital to offer joint marketing materials and turnkey financing options. For example, we've co-developed videos, infographics, and flyers showcasing how to lease or purchase vehicles through multiple Sourcewell contracts. We also cross-market with Hoglund Bus Company, highlighting how members can pair NAFG chassis with various Hoglund bus bodies. *

Preferred Vendor Program – NAFG Partner Page:
To increase our national network and visibility, we launched www.nafgpartner.com, a dedicated site encouraging body upfitters to join as preferred vendors. Partners receive benefits such as website and social media endorsements, referral opportunities, and PR support. To qualify, vendors agree to co-promote NAFG and refer their clients in need of chassis. This helps members easily locate qualified body upfitters in their area, while deepening vendor collaboration and contract awareness.

Customer Relationship Marketing:
Our sales team takes a relationship-first approach by focusing on solution-based selling and long-term support, not just transactions. We pride ourselves on building trust and delivering value, which translates to loyal clients and strong word-of-mouth.

Examples of Impactful Relationship Marketing:

A member used three Sourcewell contracts (NAFG, NCL Gov Capital, GovDeals) to finance, purchase, and dispose of a vehicle in a single seamless transaction.

A member urgently needed a vehicle due to an accident. We redirected them to our in-stock inventory and fulfilled the order within three weeks versus the standard 18-week factory lead time.

A liftgate malfunction two years after delivery was resolved at no cost thanks to our relationship with the original upfitter, ensuring continued satisfaction.

For a member uncertain about budget, we provided multi-OEM pricing through Ram, Chevrolet, and Ford—allowing them to choose without needing to shop around.

We expedited upfitting for a vehicle held up at a local body company by personally coordinating with the vendor, leading to early delivery.

This multi-pronged strategy ensures that National Auto Fleet Group not only promotes the Sourcewell contract widely but delivers measurable value to members across every stage of the vehicle procurement lifecycle.

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| 40 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | National Auto Fleet Group (NAFG) utilizes a robust mix of technology, social media, and digital tools to drive marketing performance, boost engagement, and increase sales conversions.<br><br>Social Media Marketing – LinkedIn Focus:<br>LinkedIn serves as our primary digital channel to connect with public agencies and build our professional network. We use LinkedIn to:<br><br>Share engaging content such as contract flyers, vehicle promotions, and program updates.<br><br>Monitor member activity and job changes to identify opportunities to re-engage or offer tailored solutions.<br><br>Send personalized messages to new members thanking them for registering, with direct links to our website and social platforms.<br><br>This strategic outreach not only strengthens our relationships with current members but also helps us reach new decision-makers who can benefit from our vehicle procurement solutions.<br><br>Video Marketing Strategy:<br>To further enhance digital reach and content quality, our in-house marketing team creates and distributes professional-grade videos through both email and social media. These include:<br><br>Welcome Video: A 90-second animated introduction to NAFG and our Sourcewell contract, featured in every weekly campaign.<br><br>Walkthrough Videos: Guided, step-by-step explainers on how to purchase both Light-Duty and Heavy-Duty vehicles through the contract.<br><br>In-Stock Vehicles Video: A visual showcase of available inventory with a call-to-action on how to request a quote.<br><br>ETA Tracking Video: A video tutorial that empowers customers to track their own vehicle's status.<br><br>Holiday-Themed Videos: Lighthearted, festive content that humanizes our brand and drives seasonal engagement.<br><br>Social Media Shorts: Bite-sized videos tailored for LinkedIn and other platforms to promote new vehicles, highlight factory cutoff dates, and announce pricing changes.<br><br>All videos are optimized for both desktop and mobile viewing, helping to engage a broader audience and improve retention of key messages.<br><br>Email Campaign Analytics (Metadata):<br>We track weekly email flyers, incorporating images, links, and embedded videos. The platform provides real-time data including: Open rates, Link click-throughs and Unsubscribes to asses our outreach to the members.<br><br>This performance metadata allows us to adjust our messaging, layout, and frequency to ensure the highest level of engagement with our target audience. By analyzing this digital feedback, we continuously improve the effectiveness of each campaign.<br><br>Live Chat Technology for Real-Time Engagement:<br>To better serve website visitors, NAFG implemented a live chat feature that connects members directly with a live sales representative. This tool:<br><br>Offers fast, real-time responses to inquiries<br><br>Assists members while they build vehicle quotes online<br><br>Increases quote submissions and conversions by reducing hesitation and increasing clarity during the decision-making process<br><br>Early results show that our live chat feature has contributed to higher engagement, improved customer satisfaction, and shorter sales cycles—especially for first-time buyers navigating the Sourcewell process. | * |

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| 41 | In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process? | Sourcewell plays a pivotal role in promoting cooperative purchasing contracts by acting as a trusted bridge between vendors and public sector agencies across government, education, and nonprofit organizations. Its mission - "Our commitment to service and exceeding client expectations", which perfectly aligns with National Auto Fleet Group's relationship-based approach to sales and service.<br><br>Sourcewell establishes trust and credibility by conducting a rigorous vetting and solicitation process before awarding cooperative contracts. This ensures that only qualified, ethical, and dependable vendors are awarded contracts, giving agencies confidence in their purchasing decisions. For National Auto Fleet Group (NAFG), this endorsement elevates our brand and reassures our members that they are working with a vetted and approved partner.<br><br>Sourcewell's support tools, such as:<br><br>Professionally designed flyers<br><br>Training videos and webinars<br><br>Procurement documentation<br><br>Contract compliance support<br><br>These help us deliver consistent, transparent, and educational messaging to both new and existing members. These resources are integrated into our own marketing and client education materials, ensuring clients understand both the value of the cooperative contract and how to access it with ease.<br><br>In our sales process, the Sourcewell contract is woven into every touchpoint:<br><br>Our website clearly highlights the benefits of cooperative purchasing through Sourcewell.<br><br>Our email campaigns feature Sourcewell branding and direct links to contract resources.<br><br>Our sales team is fully trained to walk clients through the Sourcewell purchasing process, eliminating confusion and saving agencies the time and cost of traditional competitive bidding.<br><br>We educate members during in-person presentations and trade shows about how Sourcewell allows them to procure vehicles immediately while remaining fully compliant with public procurement laws.<br><br>At NAFG, we believe Sourcewell is more than just a contract holder—it's a strategic partner that helps us build trust, streamline procurement, and serve our members with unmatched efficiency and integrity. We are proud to uphold the high standards Sourcewell represents and integrate them throughout our client-facing operations. | * |

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| 42 | Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Yes, National Auto Fleet Group offers a fully accessible e-procurement solution through our website, which provides government and education agencies with a self-guided, efficient, and user-friendly platform to browse, customize, and request vehicle quotes.<br><br>Our online system allows members to:<br><br>Browse a wide selection of vehicle makes and models<br><br>Customize builds to meet their agency's specifications, including factory options and body upfitting needs<br><br>Generate real-time quotes, often in under five minutes depending on vehicle complexity<br><br>Download or submit quotes and supporting documentation without ever needing to speak with a sales representative<br><br>For agencies that prefer guided support, a dedicated live chat feature is available alongside traditional phone and email contact options. Clients can interact with a knowledgeable representative in real time for assistance with quote building, vehicle specs, or ordering next steps.<br><br>To further enhance usability, we've created a "How-To Videos" section on our homepage. These step-by-step guides demonstrate:<br><br>"How to register as a Sourcewell member"<br><br>"How to build a vehicle online"<br><br>"How to include upfitting needs in the quote"<br><br>"How to submit a purchase order for processing"<br><br>Once a quote is finalized, the client can complete the transaction by simply uploading in directly into our site or bysubmitting a purchase order via email. This approach enables a flexible hybrid of self-service and personalized support, accommodating both highly independent buyers and those who prefer a walk-through approach.<br><br>Public agencies regularly use this e-procurement system to:<br><br>Compare options across manufacturers<br><br>Expedite quote generation and documentation for internal approvals<br><br>Submit POs directly, avoiding the delays of traditional bidding processes<br><br>Stay compliant through Sourcewell's competitively awarded contract framework<br><br>This system not only saves time, but empowers agencies to manage their fleet procurement with autonomy, transparency, and full support from the NAFG team whenever needed | * |

## Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

| Line Item | Question | Response * | |
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| 43 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | National Auto Fleet Group extends all product, equipment, maintenance, and operator training programs made available by the OEMs directly to Sourcewell members during the quoting process.<br><br>Training availability and scope are typically determined by the vehicle class, equipment type, and geographic location, and are quoted accordingly by the manufacturer. When such training is offered, NAFG can include it in the member's quote and handles it similarly to an upfit by ensuring it is documented, transparent, and customized to the member's needs.<br><br>These training programs may cover areas such as vehicle operation, safety, and maintenance procedures. Any associated costs are clearly outlined and passed through without markup, so members can make fully informed decisions. | * |

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| 44 | Describe any technological advances that your proposed Solutions offer. | The technological advancements offered through National Auto Fleet Group reflect both cutting-edge manufacturer innovation and our own commitment to future-forward solutions.<br><br>OEMs like Ford Motor Company, General Motors, and other top-tier brands continue to push the boundaries with advanced safety systems, connectivity features, alternative fuel capabilities, and electrified powertrains, many of which are available across a wide range of vehicle classes offered to Sourcewell members.<br><br>In addition, NAFG supports members who are seeking to electrify their fleets by offering access to specialized upfits, for example including integration of Motive Power Systems. These options allow members to transition into sustainable vehicle solutions while maintaining performance and functionality. | * |
| 45 | Describe any service contract options or extended warranties being offered with your proposal. | National Auto Fleet Group (NAFG) offers all existing warranties provided by the Original Equipment Manufacturers (OEMs) as an option, which will be treated as an upfit. In addition to the OEM warranties, when asked by members, our standard offered extended warranty is a 5-year/100,000-mile coverage with a $0 deductible. This ensures that our customers receive peace of mind with comprehensive coverage for their fleet, minimizing potential repair costs over the long term. | * |
| 46 | Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered. | Since we are offering 17 different brand names, we have included a "Warranty" file in the attachment under the specifications file in our response. The attachment outlines what is covered by each OEM and there length of coverage's by time and miles. | * |
| 47 | Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each. | National Auto Fleet Group is deeply committed to supporting meaningful green initiatives and forward-thinking partnerships.<br><br>We played an integral role in the formation of the Climate Mayors Electric Vehicle Purchasing Collaborative, a coalition created in partnership with over 400 mayors nationwide to accelerate the adoption of clean, all-electric fleets. This initiative was designed specifically to help public agencies transition to zero-emission vehicles and lead by example in their communities.<br><br>Through this collaboration, Sourcewell members have access to a growing lineup of 100% electric vehicles, including models such as the Chevrolet EV line up with Silverado EV, Ford Mustang Mach-E, and the all-electric Ford F-150 Lightning. As OEMs continue to expand their electric offerings, NAFG is committed to making those vehicles readily available to Sourcewell members.<br><br>More information about this initiative can be found at www.DriveEVfleet.org. Certification and leadership for this program are guided by the Climate Mayors, Bloomberg Philanthropies, and C40 Cities. | * |
| 48 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | National Auto Fleet Group, along with several of our partner suppliers and upfitters, maintains relevant third-party certifications that reflect a commitment to energy efficiency and sustainability.<br><br>Key certifications include:<br><br>California Air Resources Board (CARB) Certificate – Recognizing compliance with strict emissions standards and supporting low- or zero-emission vehicle offerings.<br><br>Ford Qualified Vehicle Modifier (QVM) Certification – Awarded to select partners for meeting Ford’s rigorous requirements for safety, quality, and environmental standards in vehicle modifications.<br><br>These certifications help demonstrate how our vehicles and upfitted solutions promote energy conservation, reduced emissions, and long-term operational efficiency. They also ensure that our offerings align with evolving environmental regulations and sustainability goals set by Sourcewell members. | * |

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| 49 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | What sets National Auto Fleet Group apart is not just our experience - it's our measurable commitment to results and service. From day one, our company has been built on a foundation of hard work, data-driven performance, and a relentless focus on customer satisfaction.<br><br>We actively track and quantify our outcomes to ensure that real goals are being met, and that every Sourcewell member receives timely, attentive, and solutions-oriented service. Our internal metrics drive accountability and help us continually improve how we support members.<br><br>One of our most unique offerings is our 24/7 online portal, which gives Sourcewell members secure access to quote-building tools, live tracking, support resources, and customer service assistance around the clock. Whether it's a complex upfit, a last-minute request, or a question about vehicle specs, our team is available to personally walk members through every step.<br><br>We pride ourselves on being flexible, responsive, and creative problem solvers. No matter the challenge, we're committed to thinking outside the box and finding a solution that works. | * |

### Table 5B: Value-Added Attributes

| Line Item | Question | Certification | Offered | Comment | |
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| 50 | Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply. | | (•) Yes ( ) No | We offer leasing through Diversified Leasing owned and operated by Mr. Steve Wilson who is a Disabled Veteran Business Owner who runs his company along with Debbie Black his assistant. If an agency would like to work with Diversified Leasing we will help facilitate the transaction. | * |
| 51 | | Minority Business Enterprise (MBE) | (•) Yes ( ) No | We are recognized as MBE by Supplier Clearinghouse, our certificate is attached in the attachments. | * |
| 52 | | Women Business Enterprise (WBE) | ( ) Yes (•) No | n/a | * |
| 53 | | Disabled-Owned Business Enterprise (DOBE) | ( ) Yes (•) No | n/a | * |
| 54 | | Veteran-Owned Business Enterprise (VBE) | ( ) Yes (•) No | n/a | * |
| 55 | | Service-Disabled Veteran-Owned Business (SDVOB) | ( ) Yes (•) No | n/a | * |
| 56 | | Small Business Enterprise (SBE) | ( ) Yes (•) No | n/a | * |
| 57 | | Small Disadvantaged Business (SDB) | ( ) Yes (•) No | n/a | * |
| 58 | | Women-Owned Small Business (WOSB) | ( ) Yes (•) No | n/a | * |

### Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

| Line Item | Question | Response * | |
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| 59 | Describe your payment terms and accepted payment methods. | Our standard payment terms are Net 20, with a 10-day grace period offered for flexibility.<br><br>We accept the following payment methods:<br><br>Check<br><br>ACH (Automated Clearing House)<br><br>These options are designed to accommodate the procurement processes of public sector entities while ensuring a smooth and secure transaction experience. | * |
| 60 | Describe any leasing or financing options available for use by educational or governmental entities. | To support educational and governmental entities with flexible procurement options, National Auto Fleet Group has partnered with National Cooperative Leasing (NCL) to offer customized leasing solutions for all vehicles quoted under our Sourcewell contract. We also offer leasing through Diversified Leasing.<br><br>These leasing options are available to Sourcewell members as part of our standard offering and can be applied to any eligible NAFG quote. This partnership ensures members have access to competitive, compliant financing structures tailored to their budget cycles and operational needs.<br><br>For additional details, a sample lease agreement is included in the “Member Walk Through” attachment the document titled “NCL Sample Lease.” | * |
| 61 | Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities. | National Auto Fleet Group utilizes a set of standardized transaction documents designed to ensure transparency, accuracy, and ease of use for Sourcewell members. These documents may include:<br><br>- Order forms specific to vehicle configuration and upfit details<br><br>- Courtesy Confirmations to validate order specifications before final placement<br><br>- Terms and Conditions outlining payment, delivery, and warranty provisions<br><br>- Service contract agreements when applicable, particularly for upfitting or specialty builds<br><br>- Title and registration documentation tailored to the member’s local requirements<br><br>All relevant template documents have been uploaded in the Standard Transaction Document attachment. These documents reflect our commitment to clear communication and consistent standards, while also allowing room for customization based on the specific needs of each participating entity | * |
| 62 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes, National Auto Fleet Group accepts P-card payments from Sourcewell membes.<br><br>We accept P-card transactions up to $2,500 per vehicle with no additional fee. For transactions exceeding $2,500, a credit card processing fee will apply, which will be transparently itemized and passed on to the member.<br><br>This policy allows us to support convenient procurement while maintaining cost transparency and flexibility for all participating entities. | * |
| 63 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | National Auto Fleet Group utilizes a line-item discount model based on Manufacturer Suggested Retail Pricing (MSRP). We are offering Sourcewell participating entities competitive discounts across 17 OEM brands, as detailed in the Price File.<br><br>In addition to vehicle pricing, NAFG provides the option to customize vehicles with upfits based on the member’s needs. All upfit-related pricing is also included and clearly itemized in the Price Summary Page within the Price File.<br><br>Each line includes the standard MSRP, the Sourcewell discounted price, and all applicable OEM available options. Where available, SKUs and product identifiers are listed to support clarity and consistency. | * |

| | | | |
|---|---|---|---|
| 64 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | National Auto Fleet Group's pricing proposal includes line-item discounts off MSRP across 17 OEM brands. Including all factory options. The percentage discounts vary by manufacturer and vehicle model, and are fully detailed in the uploaded "Price File" ZIP under each respective tab.<br><br>Below is a summary of the estimated discount ranges offered by brand:<br><br>Ford Motor Company from -0.42% to 3.63%<br>Chevrolet from 0.24% to 10.02%<br>Ram Stellantis Company from 3.44% to 9.99%<br>Dodge Stellantis Company from 4.05% to 6.93%<br>Jeep Stellantis Company from -.073% to 6.82%<br>Chrysler Stellantis Company from .49% to 1.81%<br>Buick from 0.91% to 0.97%<br>Honda from -1.48 to 3.4%<br>Toyota from 0.07% to 5.22%<br>Nissan from 0.73% to 17%<br>Kia from -1.25% to 2.48%<br>GMC from 1.28% to 5.19%<br>Volkswagen from 1.74% to 3.08%<br>Lincoln from .077% to 3.12%<br>BMW from 0.32% to 2.9%<br>Cadillac from 2.11% to 2.2%<br>Mullen/Bollinger at 2%<br><br>While a few models reflect slight negative variances due to MSRP or market fluctuations, the majority of offerings show meaningful cost savings.<br><br>Full details, including price summary, models and discount breakdowns are included in the "Price File" for Sourcewell's review.<br><br>Upfits can be added at dealer invoice up to 20% detailed in the price file | * |
| 65 | Describe any quantity or volume discounts or rebate programs that you offer. | National Auto Fleet Group encourages members considering large-volume purchases (typically 50 units or more) to reach out directly for customized pricing and additional volume-based discounts.<br><br>While standard discounts are reflected in our price file, we recognize that high-volume opportunities often warrant special consideration. In such cases, we work closely with both OEMs and upfit partners to secure the most competitive pricing available, ensuring maximum value for Sourcewell members. Depending on the uniqueness of the large order and model, some extra costs not associated with a single purchase may be added, these are provided in the Price File.<br><br>Each high-volume order is evaluated individually to provide tailored, transparent, and advantageous pricing. | * |
| 66 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | "Open market" items or "sourced goods" that fall outside of standard configurations will be facilitated and treated as upfit components within the quoting process.<br><br>National Auto Fleet Group will obtain quotes for these items on a case-by-case basis and include them as part of the final vehicle quote. In most cases, such items will be provided at cost, though a markup of up to 20% may apply depending on the complexity of the item or service and any associated handling or integration requirements.<br><br>This approach ensures transparency while maintaining flexibility for Sourcewell members who require specialized, nonstandard solutions. | * |

| | | | |
|---|---|---|---|
| 67 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All standard costs associated with the total acquisition for a standard vehicle purchase including factory options, upfits, and administrative fees which have been accounted are within the Price Summary Page and Price table included in the submitted price file.<br><br>If a Sourcewell member requests a specialized or nonstandard solution that involves additional services such as installation, training, or setup, those costs will be clearly quoted as part of the upfit and incorporated into the final vehicle quote. These services may be fulfilled either by OEM-authorized providers or trusted third-party upfitters in our partner network, depending on the nature of the request. | * |
| 68 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | All manufacturers include a standard Factory Destination Charge as part of the vehicle's MSRP. In addition to this, members may incur separate freight or delivery costs if a vehicle requires additional transport. For example, to or from an upfitter or final delivery location.<br><br>These secondary freight charges vary depending on distance, delivery type, and location, and will be clearly itemized in the member's quote for full visibility and approval before purchase. National Auto Fleet Group ensures that all such charges are communicated upfront and incorporated seamlessly into the overall pricing. | * |
| 69 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Shipping to Alaska, Hawaii, Canada, and U.S. Territories may involve additional logistical expenses, including but not limited to ferry charges, port handling fees, and extended driver delivery costs. These region-specific costs are carefully calculated based on the delivery route and vehicle type.<br><br>All such charges will be disclosed on the member's quote for review and approval prior to finalizing the purchase. National Auto Fleet Group is experienced in managing deliveries to these regions and ensures all logistics are handled efficiently, transparently, and in compliance with regional requirements. | * |
| 70 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | National Auto Fleet Group operates within a highly developed, nationwide franchise dealer distribution network, supported by relationships with 17 major OEMs. This network enables us to deliver vehicles quickly and efficiently to members and their end users across the country.<br><br>In addition, for vehicles requiring upfits or multi-stage delivery, NAFG coordinates logistics directly with upfitters and transport providers, ensuring a turnkey experience from quote to delivery. Our digital order tracking system also allows members to monitor each step in the delivery process, enhancing communication and transparency throughout. | * |
| 71 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing. | National Auto Fleet Group employs a robust self-audit process to ensure full compliance with our Sourcewell agreement, including verification that participating entities receive accurate, contract-based pricing.<br><br>Sourcewell members can generate quotes directly through our user-friendly online platform, which is updated daily to reflect the most current manufacturer MSRP data. This ensures that pricing remains accurate and aligned with the most recent OEM updates.<br><br>Our system is designed to deliver 99.99% pricing accuracy, and every quote reflects both the Sourcewell contract discount and any applicable administrative fees. In addition to this front-end visibility, our internal processes include regular pricing audits, cross-checks, and validation against contract terms.<br><br>We also maintain a streamlined reporting system that allows us to deliver accurate quarterly sales and administrative reports to Sourcewell within a 15-30 day turnaround window, helping ensure transparency and ongoing contract compliance. | * |

| | | | |
|---|---|---|---|
| 72 | If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement. | One of the key internal metrics National Auto Fleet Group uses to track and measure success under the Sourcewell contract is maintained through our online platform, which logs all member-generated quotes in real time. We carefully monitor how many quotes are created, which are converted into purchase orders, and how frequently members engage with the system. This gives us immediate insight into usage trends, quote-to-order conversion rates, and which vehicle types or configurations are seeing the most interest.<br><br>Each month, we evaluate these indicators and closely monitor sales volume, frequency, and geographic distribution. We also track whether orders come from new or returning members, allowing us to measure how well we're growing the Sourcewell member base and maintaining long-term relationships.<br><br>In addition to these core metrics, we review:<br><br>1. Average order size and upfit complexity<br><br>2. Delivery timelines and fulfillment rates<br><br>3. Quote accuracy and pricing consistency<br><br>4. Regional sales performance and market penetration<br><br>This data informs both our strategic decision-making and our day-to-day service operations. Ultimately, we use these metrics to ensure we're not only meeting contractual obligations, but exceeding expectations by delivering consistent value, responsive service, and a positive experience for every Sourcewell member. | * |
| 73 | Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement. | National Auto Fleet Group proposes the following Administrative Fee structure payable to Sourcewell for all completed transactions under this Master Agreement:<br><br>$300 per vehicle purchased directly through NAFG<br><br>$200 per vehicle purchased through our approved partner dealer, Alan Jay Automotive<br><br>At this time, no other partner dealer groups are included in the scope of this agreement for administrative fee purposes. This fee will be submitted on all completed transactions during each applicable reporting period, in accordance with the terms outlined in the Master Agreement. | * |

### Table 6B: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
|---|---|---|---|
| 74 | The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies. | Members receive the best overall value, service and customer care from NAFG. | * |

### Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

| Line Item | Category Selection * | |
|---|---|---|
| 75 | Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks | * |

## Table 7B: Depth and Breadth of Offered Solutions

| Line Item | Question | Response * | |
|---|---|---|---|
| 76 | Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal. | National Auto Fleet Group is offering a comprehensive lineup of vehicles and turnkey fleet solutions under this proposal. We represent 17 OEM manufacturers, collectively offering over 100 makes and models across Class 1–3 vehicles, as well as select Cab & Chassis configurations. These include sedans, SUVs, pickup trucks, vans, hybrid models, and electric vehicles. Our inventory spans gas, diesel, hybrid, and all-electric platforms to meet the evolving operational and sustainability goals of Sourcewell members.<br><br>All vehicle solutions offered through NAFG can be customized with upfits to meet industry-specific needs. They range from basic toolboxes and ladder racks to line mechanic bodies, service beds, utility bodies, and more. Upfits can be completed by either a trusted partner from our established upfitter network or by a supplier chosen by the member. In either case, NAFG coordinates directly to provide complete, turnkey quotes with all elements clearly specified.<br><br>At this time, used vehicles are not offered as part of this proposal, as we are focused on delivering new, warrantied, and fully specifiable vehicles that align with Sourcewell members' procurement and compliance standards. | * |
| 77 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Subcategory titles that best describe the solutions offered by National Auto Fleet Group include:<br><br>Passenger Vehicles (Sedans, SUVs, Crossovers)<br><br>Light-Duty Trucks (Class 1–3)<br><br>Cab & Chassis<br><br>Cargo and Passenger Vans<br><br>Hybrid and Electric Vehicles<br><br>Utility Vehicles and Work Trucks<br><br>Upfitted Vehicles – Service Bodies, Mechanic Trucks, Utility Beds<br><br>Fleet Leasing Options (via NCL)<br><br>Custom Upfit Coordination (Turnkey Quotes)<br><br>Online Quote Building and Member Support Tools<br><br>These subcategories reflect the breadth of our offering and our ability to provide end-to-end solutions, from vehicle sourcing to upfit customization and delivery. | * |

## Table 7C: Depth and Breadth - Category 1 - All Engine Types

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 78 | Automobiles | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 79 | Sport Utility Vehicles | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 80 | Vans | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 81 | Light Trucks (half ton, three quarter ton, and one ton) | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 82 | Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 83 | Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 84 | Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 85 | Conventional Internal Combustion models | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 86 | Natural gas, propane autogas, hybrid, or alternative fuel models | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |
| 87 | Electric powered models | ◉ Yes ○ No | Models offered are from 17 OEM's outlined in the specifications attachment. |

## Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 88 | Automobiles | ○ Yes<br>○ No | |
| 89 | Sport Utility Vehicles | ○ Yes<br>○ No | |
| 90 | Vans | ○ Yes<br>○ No | |
| 91 | Light Trucks (half ton, three quarter ton, and one ton) | ○ Yes<br>○ No | |
| 92 | Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications | ○ Yes<br>○ No | |
| 93 | Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications | ○ Yes<br>○ No | |
| 94 | Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck | ○ Yes<br>○ No | |

## Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 95.** **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

| Do you have exceptions or modifications to propose? | Acknowledgement * |
|---|---|
| | ○ Yes<br>◉ No |

### Documents

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price File for NAFG 081325.zip - Sunday August 10, 2025 00:37:53
- Financial Strength and Stability - Financial Strength and Stability for NAFG 081325.zip - Sunday August 10, 2025 00:38:28
- Marketing Plan/Samples - Marketing Plan for NAFG 081325.zip - Sunday August 10, 2025 00:38:58
- WMBE/MBE/SBE or Related Certificates - MBE and Realted Certificates for NAFG 081325.zip - Sunday August 10, 2025 00:39:21
- Standard Transaction Document Samples - Standard Transaction for NAFG 081325.zip - Sunday August 10, 2025 00:39:37
- Requested Exceptions  (optional)
- Upload Additional Document - ALL 17 Manufacture Models and Warranty for NAFG 081325.zip - Sunday August 10, 2025 00:40:37

## Addenda, Terms and Conditions

**PROPOSER AFFIDAVIT OF COMPLIANCE**

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA: National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325**<br>Tue August 5 2025 09:12 AM | ☑ | 1 |
| **Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325**<br>Mon August 4 2025 08:59 AM | ☑ | 2 |
| **Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325**<br>Wed July 30 2025 08:06 AM | ☑ | 2 |
| **Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325**<br>Mon July 28 2025 07:50 AM | ☑ | 1 |
| **Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325**<br>Fri July 25 2025 08:11 AM | ☑ | 2 |
| **Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325**<br>Wed July 23 2025 04:15 PM | ☑ | 2 |

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

6/25/2026

Government Quote ID: **43775**

Order Cut Off Date: **TBA**

jon engelbrektson
city of pleasanton
mechanics shop

p o box 520

pleasanton, California, 94566

Dear jon engelbrektson,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
**Seven (7) New/Unused (2027 Ford Police Interceptor Utility (K8A) AWD, )** and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Extended Unit's (7) | Total Savings |
|---|---|---|---|---|---|
| Contract Price | $58,695.00 | $56,597.60 | 3.573 % | $396,183.20 | $14,681.80 |
| Tax (10.2500 %) | | $5,801.25 | | $40,608.75 | |
| Tire fee | | $8.75 | | $61.25 | |
| Total | | $62,407.60 | | $436,853.20 | |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Sourcewell Awarded Contract Contract # 081325-NAF

CHEVROLET Ford NISSAN TOYOTA GMC

# Purchase Order Instructions & Resources

***Once units are scheduled by OEM, no cancellations are accepted***

**In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:**

**Email: Fleet@NationalAutoFleetGroup.com**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group**

**490 Auto Center Drive**

**Watsonville, CA 95076**

**We will send a courtesy confirmation for your order and a W-9 if needed.**

**Additional Resources**

| | |
|---|---|
| **Learn how to track your vehicle:** | **www.NAFGETA.com** |
| **Use the upfitter of your choice:** | **www.NAFGpartner.com** |
| **Vehicle Status:** | **ETA@NationalAutoFleetGroup.com** |
| **General Inquiries:** | **Fleet@NationalAutoFleetGroup.com** |

**For general questions or assistance please contact our main office at:**

# 1-855-289-6572

## Vehicle Configuration Options

| ENGINE | |
|---|---|
| **Code** | **Description** |
| 99W | Engine: 3.3L V6 Direct-Injection Hybrid System, (STD) |
| **TRANSMISSION** | |
| **Code** | **Description** |
| 44B | Transmission: 10-Speed Automatic, (STD) |
| **PRIMARY PAINT** | |
| **Code** | **Description** |
| UM | Agate Black |
| **SEAT TYPE** | |
| **Code** | **Description** |
| 9W | Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way power lumbar), passenger manual seat w/2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks |
| **AXLE RATIO** | |
| **Code** | **Description** |
| ___ | 3.73 Axle Ratio, (STD) |
| **ADDITIONAL EQUIPMENT** | |
| **Code** | **Description** |
| 66A | Front Headlamp Lighting Solution, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring |
| 76D | Underbody Deflector Plate, -inc: Engine and transmission shield |
| 16P | Rear Bumper Step Pad |
| 51V | Dual Driver & Passenger LED Bulb Spot Lamps (Whelen) |
| 153 | Front License Plate Bracket |
| 16D | Badge Delete, -inc: Deletes the Police Interceptor badging on rear liftgate and Interceptor badging on front hood (EcoBoost) |
| 66B | Tail Lamp Lighting Solution, -inc: LED tail lamp wig-wag module (red/white) - red brake lights and white reverse lights, LED lights only, Wiring and controller not included |
| 90G | Ballistic Door-Panels (Level IV+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g), Also designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr), In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 1 |
| 59E | Keyed Alike - 1435x |
| 68G | Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches |
| 60R | Noise Suppression Bonds (Ground Straps) |
| **OPTION PACKAGE** | |
| **Code** | **Description** |
| 500A | Order Code 500A |

# 2027 Fleet/Non-Retail Ford Police Interceptor Utility AWD

## *WINDOW STICKER*

2027 Ford Police Interceptor Utility AWD

| CODE | MODEL | MSRP |
|---|---|---|
| K8A | 2027 Ford Police Interceptor Utility AWD | $49,050.00 |
| | **OPTIONS** | |
| 99W | Engine: 3.3L V6 Direct-Injection Hybrid System, (STD) | $0.00 |
| 44B | Transmission: 10-Speed Automatic, (STD) | $0.00 |
| UM | Agate Black | $0.00 |
| 9W | Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way power lumbar), passenger manual seat w/2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks | $0.00 |
| ___ | 3.73 Axle Ratio, (STD) | $0.00 |
| 66A | Front Headlamp Lighting Solution, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring | $900.00 |
| 76D | Underbody Deflector Plate, -inc: Engine and transmission shield | $340.00 |
| 16P | Rear Bumper Step Pad | $100.00 |
| 51V | Dual Driver & Passenger LED Bulb Spot Lamps (Whelen) | $980.00 |
| 153 | Front License Plate Bracket | $0.00 |
| 16D | Badge Delete, -inc: Deletes the Police Interceptor badging on rear liftgate and Interceptor badging on front hood (EcoBoost) | $0.00 |
| 66B | Tail Lamp Lighting Solution, -inc: LED tail lamp wig-wag module (red/white) - red brake lights and white reverse lights, LED lights only, Wiring and controller not included | $430.00 |
| 90G | Ballistic Door-Panels (Level IV+), -inc: Driver and passenger front-doors, Tested and meets the requirements of NIJ standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g), Also designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g and 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr), In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote 1 | $4,850.00 |
| 59E | Keyed Alike - 1435x | $50.00 |
| 68G | Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches | $100.00 |
| 60R | Noise Suppression Bonds (Ground Straps) | $100.00 |
| 500A | Order Code 500A | $0.00 |

Please note selected options override standard equipment

| | |
|---|---|
| **SUBTOTAL** | **$56,900.00** |
| Advert/ Adjustments | $0.00 |
| Manufacturer Destination Charge | $1,795.00 |
| **TOTAL PRICE** | **$58,695.00** |

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Notes

Quote ID: 43775

**Standard Equipment**

**MECHANICAL**

| |
|---|
| Engine: 3.3L V6 Direct-Injection Hybrid System -inc: 136-MPH top speed, Police-calibrated (STD) |
| Transmission: 10-Speed Automatic -inc: manual police pursuit mode (steering wheel execution) (STD) |
| 3.73 Axle Ratio (STD) |

**ADDITIONAL EQUIPMENT**

| |
|---|
| 50-State Emissions System Not Required -inc: Control code for units either shipped to or ordered by dealers in California emission states for registration in non-California emission state locations, In Maine, Rhode Island and Vermont, dealers cannot use this code to order vehicles for customers in non-California emission state locations (except state public service/emergency - 936) |
| Transmission w/Driver Selectable Mode and Oil Cooler |
| Automatic Full-Time All-Wheel |
| Engine Oil Cooler |
| 92-Amp/Hr 850CCA Maintenance-Free Battery |
| Hybrid Electric Motor 220 Amp Alternator |
| Class III Towing Equipment -inc: Hitch |
| Trailer Wiring Harness |
| Police/Fire |
| 6840# Gvwr 1500# Maximum Payload |
| Gas-Pressurized Shock Absorbers |
| Front And Rear Anti-Roll Bars |
| Electric Power-Assist Steering |
| 19 Gal. Fuel Tank |
| Dual Stainless Steel Exhaust |
| Permanent Locking Hubs |
| Strut Front Suspension w/Coil Springs |
| Multi-Link Rear Suspension w/Coil Springs |
| Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control |
| Lithium Ion (li-Ion) Traction Battery 1.5 kWh Capacity |
| Wheels w/Hub Covers |
| Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: black (MIC) wheel-lip molding, polished stainless steel hub cover and center caps |
| Tires: 255/60R18 AS BSW |
| Steel Spare Wheel |
| Full-Size Spare Tire Mounted Inside Under Cargo |
| Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook |
| Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent |
| Body-Colored Bodyside Cladding and Black Wheel Well Trim |
| Black Side Windows Trim and Black Front Windshield Trim |
| Black Door Handles |
| Black Power Side Mirrors w/Convex Spotter and Manual Folding |
| Fixed Rear Window w/Wiper, Heated Wiper Park and Defroster |
| Deep Tinted Glass |
| Speed Sensitive Variable Intermittent Wipers |
| Galvanized Steel/Aluminum Panels |
| Lip Spoiler |
| Black Grille |
| Liftgate Rear Cargo Access |
| Tailgate/Rear Door Lock Included w/Power Door Locks |
| Auto On/Off Projector Beam Led Low/High Beam Daytime Running Lights Preference Setting Headlamps |
| LED Brakelights |

| |
|---|
| Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and External Memory Control |
| Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem, Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables optional telematics services through Ford or authorized providers via paid subscription, Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673) |
| SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack |
| 4 Speakers |
| Integrated Roof Antenna |
| Wireless Phone Connectivity |
| 1 LCD Monitor In The Front |
| Driver Seat |
| Passenger Seat |
| 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat |
| Manual Tilt/Telescoping Steering Column |
| Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer |
| Power Rear Windows and Fixed 3rd Row Windows |
| Selective Service Internet Access |
| Compass |
| Remote Keyless Entry |
| Remote Releases -Inc: Power Cargo Access |
| Cruise Control w/Steering Wheel Controls |
| Dual Zone Front Automatic Air Conditioning |
| Rear HVAC |
| HVAC -inc: Underseat Ducts |
| Locking Glove Box |
| Driver Foot Rest |
| Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way power lumbar), passenger manual seat w/2-way manual recline and 2-way manual lumbar and built-in steel intrusion plates in both driver/passenger seatbacks |
| Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents |
| Full Cloth Headliner |
| Urethane Gear Shifter Material |
| Day-Night Rearview Mirror |
| Driver And Passenger Visor Vanity Mirrors |
| Mini Overhead Console w/Storage and 2 12V DC Power Outlets |
| Front And Rear Map Lights |
| Fade-To-Off Interior Lighting |
| Full Vinyl/Rubber Floor Covering |
| Carpet Floor Trim |
| Cargo Features -inc: Cargo Tray/Organizer |
| Cargo Space Lights |
| Smart Device Remote Engine Start |
| Fleet Telematics Modem Tracker System |
| Smart Device Integration |
| Dashboard Storage, Driver And Passenger Door Bins |
| Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down |
| Delayed Accessory Power |
| Power Door Locks |
| Driver Information Center |
| Redundant Digital Speedometer |

| |
|---|
| Trip Computer |
| Digital/Analog Appearance |
| Seats w/Vinyl Back Material |
| Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints |
| Perimeter Alarm |
| 2 12V DC Power Outlets |
| Air Filtration |
| Electronic Stability Control (ESC) And Roll Stability Control (RSC) |
| ABS And Driveline Traction Control |
| Side Impact Beams |
| Dual Stage Driver And Passenger Seat-Mounted Side Airbags |
| Emergency Sos Capability |
| Reverse Sensing System Rear Parking Sensors |
| BLIS (Blind Spot Information System) Blind Spot |
| Pre-Collision Assist with Pedestrian Detection |
| Rear Cross-Traffic Braking |
| Collision Mitigation-Front |
| Tire Specific Low Tire Pressure Warning |
| Dual Stage Driver And Passenger Front Airbags |
| Curtain 1st And 2nd Row Airbags |
| Airbag Occupancy Sensor |
| Passenger Knee Airbag |
| Rear Child Safety Locks |
| Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners |
| Back-Up Camera w/Washer |

CITY COUNCIL AGENDA REPORT

July 21, 2026
Public Works - Engineering Division

**TITLE: PUBLIC HEARING: TABULATE PROPOSITION 218 ASSESSMENT BALLOTS, ADOPT RESOLUTIONS APPROVING THE ENGINEER'S REPORTS, CONFIRMING THE DIAGRAMS AND ASSESSMENTS, AND ORDERING THE LEVY OF ASSESSMENTS FOR THE PONDEROSA-DEL PRADO LANDSCAPE MAINTENANCE DISTRICT 2026-1 AND BONDE RANCH LANDSCAPE MAINTENANCE DISTRICT 2026-2 FOR FY 2026/27**

## SUMMARY

On March 17, 2026, the City Council adopted Resolutions 2026-009 and 2026-010 initiating proceedings to form two new Landscape Maintenance Districts (LMDs), Ponderosa-Del Prado LMD 2026-1 and Bonde Ranch LMD 2026-2, to replace existing LMD 1984-1 (Ponderosa-Del Prado) and LMD 1993-2 (Bonde Ranch). On May 5, 2026, the City Council preliminarily approved the Engineer's Reports for both proposed districts, ordered Proposition 218 property owner assessment ballot proceedings, and set July 21, 2026, at 7:00 p.m. as the date and time for the public hearing. Official ballots and notices of the public hearing were mailed to all record owners within each proposed district on May 15, 2026.

The public hearing will allow the City Council to receive public testimony, accept final submission of assessment ballots, and tabulate the results of the returned ballots. Ballots are weighted according to each parcel's proportional assessment obligation, rather than counted as one vote per parcel. For example, a ballot from a parcel assessed $500 carries five times the weight of a ballot from a parcel assessed $100. A "majority protest" exists if the weighted value of the returned "No" ballots exceeds the weighted value of the returned "Yes" ballots. If no majority protest exists, the City Council may adopt resolutions confirming the Engineer's Reports and ordering the levy of assessments for fiscal year (FY) 2026/27. If a majority protest exists for either district, the proposed assessment for that district may not be imposed, and the corresponding existing district will continue to operate under its current assessment structure.

Staff recommends that the City Council conduct the public hearing, direct the City Clerk to tabulate the assessment ballots, and, if no majority protest exists, adopt the resolutions ordering the levy of the proposed assessments for each district. The proposed assessments would take effect upon adoption of the resolutions.

## RECOMMENDATION

1. Conduct the public hearing on the proposed assessments for Ponderosa-Del Prado Landscape Maintenance District 2026-1 and Bonde Ranch Landscape Maintenance District 2026-2;
2. Following the close of public testimony, direct the City Clerk to tabulate the assessment ballots returned for each proposed district;
3. If no majority protest exists, adopt a resolution approving the Engineer's Report,

confirming the diagram and assessment, and ordering the levy of assessment for the Ponderosa-Del Prado Landscape Maintenance District 2026-1 for FY2026/27; and
4. If no majority protest exists, adopt a resolution approving the Engineer's Report, confirming the diagram and assessment, and ordering the levy of assessment for the Bonde Ranch Landscape Maintenance District 2026-2 for FY2026/27.

## BACKGROUND

The Landscaping and Lighting Act of 1972, codified in Division 15, Part 2, Chapter 2, Sections 22500 et seq. of the California Streets and Highways Code, authorizes local agencies to levy annual assessments on real property that receives special benefit from landscaping and lighting improvements. Proposition 218, codified in Article XIIID of the California Constitution, establishes procedural and substantive requirements for property-related assessments, including preparation of an Engineer's Report, public notice and hearing procedures, and approval through a weighted property owner ballot proceeding.

The City administers five Landscape Maintenance Districts, all of which were formed before Proposition 218 was adopted in 1996. LMD 1984-1 (Ponderosa-Del Prado) and LMD 1993-2 (Bonde Ranch) were prioritized for Proposition 218 ballot proceedings because they face the most significant funding shortfalls. Because neither district includes an annual inflationary adjustment factor, assessment revenues have not kept pace with rising maintenance and water costs, and neither district maintains adequate reserves for capital repair and replacement.

Between November 2025 and April 2026, the City conducted three rounds of neighborhood meetings for each district. The maintenance options ranged from a Higher Level consistent with that approved with development, to a Moderate Level recommended by the City based on current conditions, to a Reduced Level reflecting the minimum level needed to sustainably maintain the district.

On March 17, 2026, the City Council initiated proceedings to form the two new districts and designated SCI Consulting Group as Engineer of Work. On May 5, 2026, the City Council preliminarily approved the Engineer's Reports and ordered the ballot proceedings. Official ballots and notices of the public hearing were mailed to all record owners on May 15, 2026. On June 2, 2026, the City Council also preliminarily approved the Engineer's Reports for all five districts, including concurrent Engineer's Reports for Ponderosa-Del Prado and Bonde Ranch in the event the ballot proceedings are unsuccessful.

## DISCUSSION

Engineer's Reports

SCI Consulting Group prepared an Engineer's Report for each proposed district in accordance with the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution. Each report describes the improvements to be maintained, the estimated annual costs and budget, the district boundaries and assessment diagram, the method of assessment apportionment based on special benefit, and the assessment roll. The Engineer's Reports are on file with the City Clerk and incorporated into the respective resolutions.

Ponderosa-Del Prado Landscape Maintenance District 2026-1

The Ponderosa-Del Prado LMD serves 344 parcels, consisting of 343 single-family residential parcels and one City-owned parcel, Del Prado Park, within the Ponderosa Homes subdivision (Tracts 4986, 5093, 5160, 5161, 5162, 5163, 5224, 5256, 5257, and 5281). The district was originally formed in 1984 and funds the maintenance of landscaped areas, trees, shrubbery, groundcover, and irrigation systems along Paseo Santa Cruz and the Arroyo de la Laguna trail corridor. The current annual assessment is $61.10 per parcel, including the County collection fee.

Based on public meetings, resident correspondence, and informal survey results, the proposed assessment reflects the City-recommended Moderate Level, with a total annual district budget of $84,224. After weighting properties in accordance with Proposition 218 requirements, the proposed assessments range from approximately $242 to $281 per parcel per year across five benefit zones. Rates vary based on the special benefit received and would be subject to an annual Consumer Price Index adjustment capped at 3 percent. Final zone rates are confirmed in the Engineer's Report.

**Table 1. Ponderosa-Del Prado LMD**

| Zone | No. Parcels | SFE Factor | Total SFEs | Annual Assessment Rate* | Total Assessment |
|---|---|---|---|---|---|
| Base Level | 278 | 1.000 | 278.000 | $241.44 | $67,120 |
| Central - Wall | 24 | 1.046 | 25.104 | $252.55 | $6,061 |
| Adjacent to Trail | 20 | 1.058 | 21.160 | $255.44 | $5,109 |
| Proximate Trail Access | 17 | 1.104 | 18.768 | $266.55 | $4,531 |
| Proximate Trail Access + Adjacent to Trail | 5 | 1.162 | 5.810 | $280.55 | $1,403 |
| TOTAL | 344 | | 348.842 | | $84,224 |

* Includes 1.7% collection charge

Bonde Ranch Landscape Maintenance District 2026-2

The Bonde Ranch LMD serves 103 parcels, consisting of 102 single-family residential parcels and one City-owned parcel containing a water tank, within the Bonde Ranch subdivision. The district was originally formed in 1993 and funds the maintenance of landscaped areas, open-space slopes, fuel transition zones (fire breaks), entry features, open-space drainage ditches, irrigation systems, and trees within Tracts 6483 and 6518. The current annual assessment is $396.18 per parcel, including the County collection fee.

Based on public meetings, resident correspondence, and informal survey results, the proposed assessment reflects the Reduced Level, with a total annual district budget of $52,364. After weighting properties in accordance with Proposition 218 requirements, the proposed assessments are $633.03 per year for Zone A parcels, $1,266.06 for the City-owned water tank parcel in Zone A, and $278.53 per year for Zone B parcels, subject to an annual Consumer Price Index adjustment capped at 3 percent. Zone A parcels are weighted more heavily because they receive a greater special benefit from fire protection and landscape

maintenance services. The water tank property is assessed at a higher rate due to the value it provides in the event of a fire and the benefit it receives from protection.

**Table 2. Bonde Ranch LMD**

| Zone | No. Parcels | SFE Factor | Total SFEs | Annual Assessment Rate* | Total Assessment |
|---|---|---|---|---|---|
| Bonde Ranch LMD Zone A | 64 | 1.00 | 64.00 | $633.03 | $40,514 |
| Bonde Ranch LMD Zone A Water Tank | 1 | 2.00 | 2.00 | $633.03 | $1,266 |
| Bonde Ranch LMD Zone B SFR | 38 | 0.44 | 16.72 | $278.53 | $10,584 |
| TOTAL | 103 | | 82.72 | | $52,364 |

* Includes 1.7% collection charge

Ballot Tabulation and Results

Votes are weighted based on the proposed assessment amount for each parcel. Only returned ballots are counted; ballots not returned are neither counted in support of nor in opposition. Assessment ballots must be received by the City Clerk by the close of the public hearing; postmarks do not constitute timely receipt.

Following the close of public testimony, the City Clerk will tabulate the returned ballots for each district. If the weighted ballots submitted in opposition exceed the weighted ballots submitted in support, a majority protest exists, and the proposed assessment may not be imposed. The tabulation results for each district will be announced at the public hearing and recorded in the resolutions.

Replacement of Existing Districts and Transfer of Funds

If a proposed district is approved and no majority protest exists, the corresponding existing district will be dissolved and replaced by the new district. Any unexpended funds remaining in the existing district fund at the time of dissolution will be transferred to the new district.

- If Ponderosa-Del Prado LMD 2026-1 is approved, LMD 1984-1 (Ponderosa-Del Prado) will be dissolved, and the unexpended balance of Fund 134 will be transferred to the new district.
- If Bonde Ranch LMD 2026-2 is approved, LMD 1993-2 (Bonde Ranch) will be dissolved, and the unexpended balance of Fund 136 will be transferred to the new district.

If a proposed district is not approved or is subject to a majority protest, the corresponding existing district will continue to operate under its current assessment structure.

Ballot Process and Timeline

- May 5, 2026: City Council preliminarily approved the Engineer’s Reports and ordered ballot proceedings.

- May 15, 2026: Official Proposition 218 ballots and notices of the public hearing were mailed to all record owners within each proposed district.
- June 2, 2026: City Council preliminarily approved the Engineer's Reports and ordered ballot proceedings for all five districts, including the Engineer's Reports and assessments for the existing Ponderosa-Del Prado and Bonde Ranch districts if the ballot measures are unsuccessful.
- July 21, 2026: Public hearing is held. Assessment ballots must be received by the City Clerk by the close of the public hearing. Postmarks do not constitute timely receipt. Ballots are tabulated and the results announced.
- August 10, 2026: If approved, the new assessments will be submitted to the Alameda County Auditor-Controller for inclusion on FY 2026/27 property tax bills.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

This action does not result in a physical environmental impact. Maintenance work within each LMD is categorically exempt from CEQA under Guidelines Section 15302, "Replacement or Reconstruction." Moreover, under CEQA Guidelines Section 15378(b)(4), this action is not a project because it involves a government funding mechanism that does not commit the City to a specific project that may result in a potentially significant physical impact on the environment.

## EQUITY AND SUSTAINABILITY

If approved, the proposed assessments would improve the long-term sustainability of landscape maintenance in the Ponderosa-Del Prado and Bonde Ranch Landscape Maintenance Districts, increase protection against wildfire, and provide additional funding for landscape care within each district.

## OUTREACH

The City conducted three neighborhood meetings for each proposed district between November 2025 and April 2026. The first two meetings informed property owners about the process, the financial challenges facing each district, and maintenance level options. The third meeting, held on April 6, 2026, for Bonde Ranch and on April 7, 2026, for Ponderosa-Del Prado at the Pleasanton Senior Center, presented survey results, the proposed ballot option, and an explanation of the Proposition 218 ballot process.

Dedicated informational websites for each district have been active since early 2026 and include survey results, meeting summaries, presentations, meeting recordings, and other background materials. Informational flyers summarizing the ballot process were mailed to all district property owners in April 2026, and formal Proposition 218 ballot packages were mailed to all record owners on May 15, 2026, in compliance with Article XIIID of the California Constitution.

Ponderosa-Del Prado Website
https://storymaps.arcgis.com/stories/a65e86d56f924ccbbc9d55c3afb6c7ed

Bonde Ranch Website
https://storymaps.arcgis.com/stories/a1bd9b1b6e074033b350934a8e211fa1

## STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic Plan goal of *Funding our Future,* supporting financial health and sound fiscal policies through long-term planning, cost recovery, increased revenue, and cost containment.

**FISCAL IMPACT**

The LMDs are special assessment districts managed by the City. Funds collected within each district may be used only for that district and may not be commingled. As required by law, the City will continue to bear the cost of assessments attributable to general benefit and City-owned parcels.

**Table 3. City Annual Assessment**

| **Public Property Location** | **Fiscal Impact** |
|---|---|
| Parcel 946-4563-125 (Ponderosa-Del Prado Park) | $241.44 |
| Parcel 948-0014-1-39 (water tank site) in District 1993-2 (Bonde Ranch) | $1,266.06 |
| **Total** | **$1,507.50** |

The proposed FY 2026/27 budget includes this expense from the General Fund.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
| Michael Stella, City Engineer | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

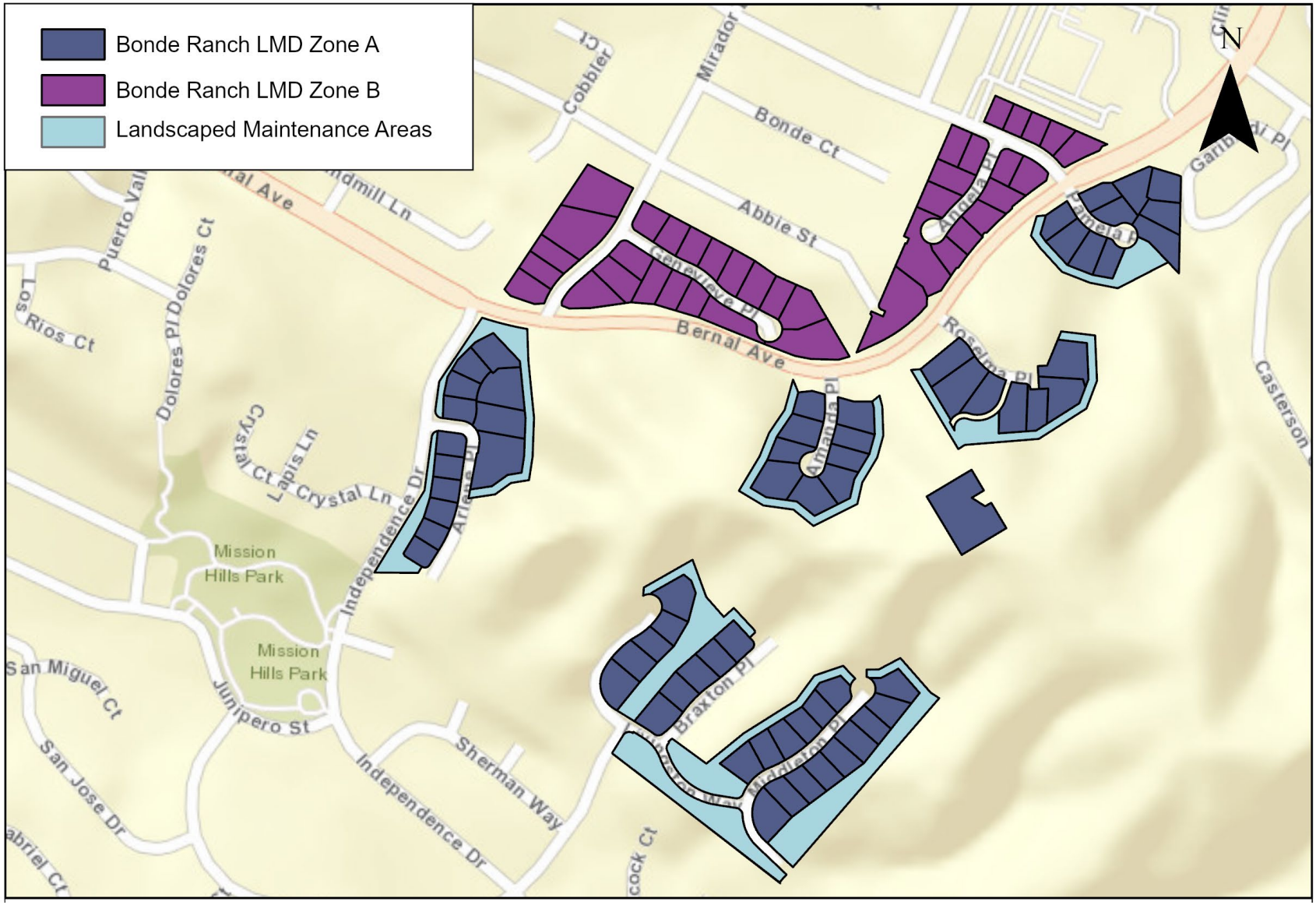
Attachments:

1. Assessment Diagrams
2. Resolution Ponderosa-Del Prado Landscape Maintenance District 2026-1 (with Exhibit A – Engineer’s Report)
3. Resolution Bonde Ranch Landscape Maintenance District 2026-2 (with Exhibit A - Engineer's Report)
4. Presentation

## PONDEROSA – DEL PRADO LANDSCAPE MAINTENANCE DISTRICT 2026-1 ASSESSMENT DIAGRAM



## BONDE RANCH LANDSCAPE MAINTENANCE DISTRICT 2026-2 ASSESSMENT DIAGRAM



**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO APPROVE THE ENGINEER'S REPORT, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND ORDERING LEVY OF THE PONDEROSA-DEL PRADO LANDSCAPE MAINTENANCE DISTRICT 2026-1 FOR FISCAL YEAR 2026/27**

**WHEREAS**, the City Council on May 5, 2026 ordered the initiation of proceedings for the levy of an assessment pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) ("the Act") and Article XIII-D of the California Constitution, for the purpose of financing the installation, maintenance, and servicing of landscaping and other improvements (the "Improvements") as specified in the Engineer's Report prepared by the Assessment Engineer; and

**WHEREAS**, the City Council has approved and filed an Engineer's Report which includes:

1. A description of the public improvements to be funded with assessment proceeds;
2. An estimate of the annual cost of said improvements, services, and programs;
3. A description of the assessable parcels of land within the proposed assessment district;
4. A description of the proportionate special and general benefits conferred on property by the proposed assessment;
5. A diagram and boundary map for the Assessment; and
6. A specification of the amount to be assessed upon various types of assessable land within the Assessment to fund the cost of the Improvements; and

**WHEREAS**, the City Council adopted a Resolution of Intention providing notice of the public hearing on the proposed assessments, stating that the hearing would be held on Tuesday, July 21, 2026, at the hour of 7:00 p.m. at the City Council Chambers, located at 200 Old Bernal Avenue, Pleasanton, California, for the purpose of this City Council's determination of whether the public interest, convenience, and necessity require the levy of the assessments; and

**WHEREAS**, the City provided a 45-day written mailed notice to each record owner of assessable parcels of real property located within the boundaries of the assessment district, containing the information required by Article XIII-D of the California Constitution, including an assessment ballot by which each property owner could express support or opposition to the proposed assessment; and

**WHEREAS**, pursuant to the provisions of Article XIII-D, an opportunity for protest was afforded, and the assessment ballots mailed to owners of assessable real property within the proposed boundaries were received and tabulated, with assessment ballots weighted according to the proportional financial obligation of each affected parcel; and

**WHEREAS**, any timely written objections to the assessment received by the deadline posted in the Notice of Public Hearing have been duly considered and a written response has been provided pursuant to Government Code Sections 53759.1 and 53759.2; and

**WHEREAS**, during the public hearing, written protests and verbal protests were received, which the City Council noted and has considered along with all other information received during the public hearing; and

**WHEREAS**, the Ponderosa-Del Prado Landscape Maintenance District 2026-1 supersedes and replaces the existing Ponderosa-Del Prado Landscape Maintenance District 1984-1, the assessments for which have been accounted for in Fund 134, and upon formation of the new District the predecessor district will be dissolved and any unexpended balance remaining in Fund 134, estimated at approximately $73,260 as of April 2026, having been collected for the special benefit of the same parcels, will remain available to fund the Improvements within the same area.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The canvass of the assessment ballots submitted by property owners is complete and certified by the City Clerk, and the votes cast are as follows:

| Ballot Category | Number of Ballots | Weighted Assessment Amount | Weighted Percentage |
|---|---|---|---|
| Valid Ballots Processed | _____ | $_____ | 100% |
| Yes Votes | _____ | $_____ | _____% |
| No Votes | _____ | $_____ | _____% |
| Invalid Ballots | _____ | $_____ | N/A |

**SECTION 3.** _____ assessment ballots were returned and received prior to the close of the public hearing on July 21, 2026. This represents a _____% ballot return rate on the 344 ballots. Of the assessment ballots returned, _____ assessment ballots were declared invalid, in that they were either not marked with a “Yes” or “No”, were marked with both a “Yes” and a “No”, were not signed, or the property ownership and barcode information was illegible.

**SECTION 4.** As determined by ballots cast, on an unweighted basis, _____% of the property owners cast ballots in support of the measure. As determined by ballots cast, as weighted according to the amount of assessment for each parcel, **_____%** of the property owners cast ballots in support of the District. Since a majority protest, as defined by Article XIIID of the California Constitution, did not exist, the City Council thereby acquired jurisdiction to order the levy of assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

**SECTION 5.** The Final Engineer’s Report, together with the diagram and boundary map of the assessment contained therein, and the proposed assessment roll for fiscal year 2026-2027 are hereby confirmed and approved.

**SECTION 6.** Based on oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, the City Council expressly finds and determines that:

a) each of the several assessed lots and parcels of land within the Assessment District will be specially benefited by the Improvements (as described in the Engineer's Report) in at least the amount of the Assessment apportioned against such lots and parcels of land, respectively; and
b) there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property within the Assessment District from the Improvements to be financed with assessment proceeds.

**SECTION 7.** That the Ponderosa-Del Prado Landscape Maintenance District 2026-1 is hereby formed, and assessments consistent with the Engineer's Report are hereby levied, pursuant to the provisions of Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) ("the Act") and Article XIII-D of the California Constitution.

**SECTION 8.** The assessment for fiscal year 2026-2027 shall be levied at the rate of TWO HUNDRED FORTY-ONE DOLLARS AND FORTY-FOUR CENTS ($241.44) for Zone 1 (Base Level), TWO HUNDRED FIFTY-TWO DOLLARS AND FIFTY-FIVE CENTS ($252.55) for Zone 2 (Central), TWO HUNDRED FIFTY-FIVE DOLLARS AND FORTY-FOUR CENTS ($255.44) for Zone 3 (Adjacent to Trail), TWO HUNDRED SIXTY-SIX DOLLARS AND FIFTY-FIVE CENTS ($266.55) for Zone 4 (Proximate Trail Access), and TWO HUNDRED EIGHTY DOLLARS AND FIFTY-FIVE CENTS ($280.55) for Zone 5 (Proximate Trail Access + Adjacent to Trail) per single-family equivalent (SFE) benefit unit, with estimated total annual assessment revenues as set forth in the Engineer's Report.

**SECTION 9.** The authorized maximum assessment to be levied in future fiscal years shall be increased annually based on the San Francisco Bay Area Consumer Price Index (CPI), with a maximum of 3% without a further vote or balloting process. In the event that the actual assessment rate for any given year is not increased by an amount equal to the CPI change, any such deferred assessment increase may be added to the total amount assessed in any subsequent year. In such event, the maximum authorized assessment amount shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years.

**SECTION 10.** Immediately upon adoption of this resolution, but no later than August 10 following its adoption, the City Clerk shall file a certified copy of this resolution with the County Auditor-Controller. Upon such filing, the County Auditor-Controller shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the Assessment.

**SECTION 11.** The assessments shall be collected at the same time and in the same manner as County property taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection, the net amount of assessments, after deduction of County collection costs, shall be paid to the City of Pleasanton.

**SECTION 12.** The monies representing assessments collected shall be deposited in a separate fund established under the distinctive designation of the Assessment District. Funds collected shall be expended only for the special benefit of parcels within the Assessment District.

**SECTION 13**. The Assessment, as it applies to any parcel, may be corrected, cancelled, or refunded as appropriate by order of the City Council upon a determination from the Assessment Engineer that the Assessment should be revised to be consistent with the method of assessment established in the Engineer's Report. Any such corrections, cancellations, or refunds shall be limited to the current fiscal year.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on July 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 July 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

Fiscal Year 2026-27

# ENGINEER'S REPORT

## City of Pleasanton

Ponderosa -Del Prado

Landscape Maintenance District 2026-1

June 2026

Pursuant to the Landscape and Lighting Act of 1972 and Article XIIID of the California Constitution

**Engineer of Work:**

SCIConsultingGroup
Public Finance Consulting Services

4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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# City of Pleasanton

## Mayor

Jack Balch

## City Council

Matt Gaidos, District 4, Vice Mayor

Jeff Nibert, District 1, Member

Craig Eicher, District 2, Member

Julie Testa, District 3, Member

## City of Pleasanton Staff

Siew-Chin Yeong, Director of Public Works

Michael Stella, City Engineer

Matt Gruber, Landscape Architect

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# Introduction

## Overview

Landscape Maintenance District No. 1984-1, Ponderosa-Del Prado ("1984-1 Ponderosa LMD") was established by the City of Pleasanton in 1984 as a condition of approval for the Ponderosa residential development. The 1984-1 Ponderosa LMD was formed pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code, Sections 22500 et seq., the "Act") to fund the ongoing maintenance of landscaping, trees, shrubs, groundcover, and irrigation systems within the Ponderosa subdivision. The Ponderosa single-family residential project was approved in two phases, October 1983 and January 1985.

The original assessment was established in 1984, prior to the passage of Proposition 218. The first assessment on record, approved by Resolution 88-375, was $60.08 per parcel per year. Beginning in Fiscal Year 2000-01, the assessment was reduced to $16.62 per parcel, where it remained through Fiscal Year 2024-25. With no inflation escalator, assessment revenues have not kept pace with the rising costs of maintenance, water, utilities, and capital replacement. The resulting funding shortfall has produced a measurable decline in the condition of the landscape and infrastructure within the 1984-1 Ponderosa LMD.

In Fiscal Year 2025-26, the City restored the assessment to $60.08 per parcel per year, the amount established by Resolution 88-375. However, this restoration is insufficient to fund the full scope of maintenance and capital improvements needed within the District. Water costs increased thirty percent in calendar year 2024, an additional twelve percent in 2025, and rates were restructured in 2026, moving away from the tiered system based on quantity, which will more heavily impact low water-use properties, such as the 1984-1 Ponderosa LMD. Water rates are projected to continue to increase in future years to pay for necessary infrastructure and treatment costs. The reserve fund has been partially drawn to fund the costs of the Proposition 218 ballot proceeding.

The City Council has directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIIID of the California Constitution). The intent is to replace the existing District No. 1984-1 with a new Ponderosa-Del Prado Landscape Maintenance District 2026-1 ("Assessment District" or "District") that includes a cost-of-living adjustment provision to provide adequate and sustainable funding for maintenance and services going forward. If approved by property owner ballot, the existing 1984-1 Ponderosa LMD will be replaced by the Assessment District.

This Engineer's Report ("Report") was prepared to establish the budget for the improvements and services ("Improvements") that will be funded by the proposed assessments, to determine the general and special benefits received from the Improvements by property within the Assessment District, and to establish the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article"). The boundaries of the Assessment District are the same as the boundaries of the existing District No. 1984-1 and include all parcels within the Ponderosa subdivision as shown on the Assessment Diagram incorporated in this Report.

## Community Outreach

Prior to initiating Proposition 218 proceedings, the City of Pleasanton conducted an extensive community outreach process to inform property owners of the District's financial condition, solicit input on proposed maintenance levels, and explain the Proposition 218 ballot process. Prior to each community meeting, the City mailed and emailed informational flyers to all district property owners summarizing the meeting date, location, and topics to be covered.

On November 17, 2025, the City held its first informational community meeting virtually. City staff and SCI Consulting Group presented information about the District's formation and history, the current state of the landscape and infrastructure, the funding shortfall resulting from decades of unchanged assessments, and the Proposition 218 process required to increase the assessment. Property owners were invited to submit written feedback to the City and notified that the City would be holding another meeting in response to the input received and to present more detailed cost information.

On February 19, 2026, the City held its second community meeting at the Pleasanton Senior Center, available both in person and virtually. The City presented updated budget options, the zone of benefit structure, the Proposition 218 ballot process and timeline, and an overview of the survey to date.

The informal survey was distributed via mail to all district property owners and email for all property owners that had provided the City with their email addresses. The survey sought input on preferred maintenance levels, priorities for improvements, and attitudes toward the proposed assessment.

The survey closed on March 16, 2026. Of the 47 unique survey responses ultimately received, 61.7% of respondents, weighted by proposed assessment, indicated cumulative support for the City Recommended maintenance level. The top priorities identified by respondents were weed abatement, tree maintenance pruning and removal, fire prevention management, and irrigation system repairs and replacement. Survey results are directional and are not statistically valid as a prediction of ballot outcome.

On March 17, 2026, the City Council adopted resolutions initiating proceedings for the formation of the Ponderosa-Del Prado Landscape Maintenance District 2026-1 and designated SCI Consulting Group as Engineer of Work for the proposed district.

The third and final neighborhood meeting was held on April 7, 2026, at the Pleasanton Senior Center, available both in-person and virtually. The meeting presented the final survey results, the proposed ballot option recommended by the City, a detailed explanation of the Proposition 218 weighted ballot process, and the next steps in the proceedings.

Throughout the outreach process, the City maintained a dedicated informational website for the District available to property owners at all times. The website includes recordings of all three community meetings, slide decks, meeting Q&A summaries, frequently asked questions, formation documents, and budget information. The website has been updated following each community meeting to reflect the most current information available.

## Assessment Process

This Engineer's Report establishes the budget for the maintenance and services to be undertaken by the Assessment District that will be funded by the proposed Fiscal Year 2026-27 assessments and also determines the benefits received from the maintenance and services by property within the Assessment District as well as the method of assessment apportionment to lots and parcels. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article").

Following the submittal of this Report to the City of Pleasanton City Council ("Council") for preliminary approval, the Council may, by Resolution, call for an assessment ballot proceeding and Public Hearing on the establishment of the Ponderosa-Del Prado Landscape Maintenance District 2026-1.

If the Council approves such Resolution and calls for the mailing of notices and ballots, a notice of assessment and assessment ballot will be mailed to property owners at least 45 days prior to the date of the Public Hearing set by the Council. Such notice would include a description of the assessments as well as an explanation of the method of voting on the assessments. Each notice would include a ballot on which the property owner could mark his or her approval or disapproval of the assessments and a ballot return envelope.

After the ballots are mailed to property owners, a minimum 45-day time period must be provided for the return of the assessment ballots. Following this 45-day time period, a public hearing must be held for the purpose of allowing public testimony regarding the proposed assessments and services. At this hearing, the public would have the opportunity to provide input on this issue and would have a final opportunity to submit ballots. After the conclusion of the public input portion of the hearing, the hearing may be continued to a later time to allow time for the tabulation of ballots.

With the passage of Proposition 218 on November 6, 1996, The Right to Vote on Taxes Act, now Article XIIIC and XIIID of the California Constitution, the proposed assessments can be levied for Fiscal Year 2026-27 and future years, only if the ballots submitted in favor of the assessments are greater than the ballots submitted in opposition to the assessments. Each ballot is weighted by the amount of proposed assessment for the property that it represents.

If it is determined, when the tabulation results are announced, that the assessment ballots submitted in opposition to the proposed assessments do not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots are submitted) the Council may take action, by resolution, to approve the levy of the assessments for Fiscal Year 2026-27 and future fiscal years. If the assessments are confirmed and approved, the levies, as outlined in this Engineer's Report, will be submitted to the Alameda County Auditor for inclusion on the property tax rolls for Fiscal Year 2026-27. If the assessment ballots submitted in opposition to the proposed assessments do exceed assessment ballots submitted in favor of the assessments, the assessment rates will be consistent with the previous year's assessment rates as indicated in a separate Engineer's Report to be submitted at a future date.

## Legislative Analysis

### Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes several important requirements, including a property owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

### Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the Silicon *Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("*SVTA*"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit.
- The services and/or improvements funded by assessments must be clearly defined.
- Special benefits are directly received by and provide a direct advantage to property in the assessment district.

### Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* ("*Dahms*") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

### **Bonander v. Town of Tiburon** (2009) 180 Cal. App. 4th 103

*Bonander* v. *Town of Tiburon* ("*Bonander"*), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

### **Beutz v. County of Riverside** (2010) 184 Cal. App. 4th 1516

*Steven Beutz v. County of Riverside* ("*Beutz*") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

### **Golden Hill Neighborhood Association v. City of San Diego** (2011) 199 Cal. App. 4th 416

On September 22, 2011, the 4th District Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego ("Greater Golden Hill")* appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified, and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

### **Compliance with Current Law**

This Engineer's Report is consistent with the requirements of Article XIIIC and XIIID of the California Constitution and with the *SVTA* decision because the assessments are for special, not general, benefit; the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the Assessment District; and the improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Dahms* because, similar to the Downtown Pomona assessment validated in *Dahms*, the services will be directly provided to property in the Assessment District. Moreover, while *Dahms* could be used as the basis for a finding of 0% general benefits, this Engineer's Report establishes a more conservative measure of general benefits.

This Engineer's Report is consistent with *Beutz, Dahms,* and *Greater Golden Hill* because the improvements will directly benefit property in the Assessment District, and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the improvements and proportional special benefit to each property.

# Plans and Specifications

The City of Pleasanton maintains landscaping and other improvements in locations within the Assessment District's boundaries. The work and improvements to be undertaken by the Ponderosa-Del Prado Landscape Maintenance District 2026-1, and the cost thereof paid from the levy of the annual Assessment, provide special benefit to parcels within the Assessment District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as designated landscaping, trees, shrubs, groundcover, irrigation systems, and trail landscaping within the Ponderosa subdivision, including the landscaped strip north of Corte de Flores on the west side of Paseo Santa Cruz and north of Corte Pacifica on the east side of Paseo Santa Cruz, and the landscaped area on the east side of the Arroyo de la Laguna trail between the Pleasanton Canal and Arroyo del Valle, within the City of Pleasanton. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained, or serviced by the proceeds from this Assessment District.

Installation, maintenance, and servicing of Improvements may include, but are not limited to, landscaping, ground cover, shrubs and trees, irrigation systems, fencing, and labor, materials, supplies, utilities, and equipment, as applicable, at each of the locations owned, operated, or maintained by the Assessment District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, and drainage facilities.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; and the removal of trimmings, rubbish, debris, and other solid waste.

"Servicing" means the furnishing of electric current or energy for the operation of irrigation system controllers, and water for the irrigation of any landscaping or the maintenance of any other improvements.

"Incidental expenses" include all of the following: (a) the costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets and Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets and Highways Code Section 22526).

All assessment proceeds will be used exclusively for the Improvements described herein and incidental expenses within the Assessment District.

Landscape plans and specifications for the Improvements to this Assessment District are those prepared for Tracts 5256 and 4986 by The Environmental Center, dated October 30, 1984, and January 13, 1986. These plans and specifications have been filed with the City Clerk and are incorporated in this Report by reference.

# Estimate of Cost and Budget

The Landscaping and Lighting Act of 1972 provides that the total costs for providing the maintenance and services of the Assessment District, including incidental expenses, can be recovered through the assessment. An estimate of Assessment District costs for Fiscal Year 2026-27 is provided in Table 1 on the following page.

## Table 1 - Fiscal Year 2026-27 Estimate of Cost and Budget

**CITY OF PLEASANTON**

**Ponderosa - Del Prado Landscape Maintenance District 2026-1**

| | Budget |
|---|---|
| Installation, Maintenance & Servicing Costs | |
| Landscaping (maintenance) | |
| Basic maintenance | $20,960.00 |
| Extra Work | |
| Tree pruning and removal | $32,004.71 |
| Irrigation repair and replacement | $16,332.00 |
| Water | $9,000.00 |
| Power - One controller | $200.00 |
| Total for Installation, Maintenance & Servicing | $78,496.71 |
| Incidental and Administration Costs [1] | |
| City administration fees | $1,800.00 |
| County Collection Costs | $1,427.71 |
| Annual Engineer's Report | $2,500.00 |
| Total Incidental and Administration Costs | $5,727.71 |
| Amount to/(from) Reserve Fund [2] | |
| Reserve/Long-Term Replacement Fund for scheduled | |
| Long-term replacement of various district improvements | $0 |
| City's Contribution for General Benefit* | |
| **TOTAL COSTS** | **$84,224.42** |

**BUDGET ALLOCATION TO PROPERTY**

| Number of Parcels/Units | Single Family Equivalent Units (SFE) [4] | Proposed Assessment Rate | Total Assessment [5] |
|---|---|---|---|
| 344 | 348.84 | $241.44 | **$84,224.42** |

## Notes for Estimates of Costs

1. Incidental and administration cost estimates include City staff hours dedicated to the administration of the assessment (including staff time to bid work, monitor contracts and contractors, respond to residents' inquiries, etc.), county charges for inclusion of assessments on property tax bills, and other incidental costs.
2. If approved, the existing Fund 134 balance (approximately $73,260 as of April 2026) will be transferred to the new Ponderosa-Del Prado Landscape Maintenance District 2026-1.
3. As determined in the Benefit Findings section, at least 24.51% of the expenditures must be funded from sources other than the assessments to cover any general benefits. Therefore, out of the total cost of $84,224, the City must contribute at least 24.51% from other sources. The City will contribute in-kind, non-monetary contributions conservatively estimated at 50% of the total district cost, which more than covers any general benefits from the expenditures. For additional information, see 'Source of Contributions from Other Funds' on page 23.
4. The rate shown here is for a single-family home or its equivalent. For the definition of the term Single-Family Equivalent (SFE) and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.
5. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Maintenance District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments. The proposed Assessment District reserve/replacement funds will be held in an interest bearing account until needed for repairs to the irrigation system, landscaping or other District features.

## Method of Apportionment

This section includes an explanation of the special benefits to be derived from the maintenance, operations, and repair activities, the criteria for the expenditure of assessment funds and the methodology used to apportion the total assessments to properties within the Assessment District. The proposed Assessment District area consists of all Assessor Parcels included within the District No. 1984-1 boundary.

Pursuant to Proposition 218, the method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the proposed Assessment District, or to the public at large. Special benefit is calculated for each parcel in the District using the following process:

1.) Identification of all benefit factors derived from the Improvements.

2.) Calculation of the proportion of these benefits that are general.

3.) Determination of the relative special benefit within different areas (zones of benefit) of the Assessment District.

4.) Determination of the relative special benefit per property type.

5.) Calculation of the specific assessment for each individual parcel based upon special vs. general benefit, zones, property type and other supporting attributes.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

## Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefits to residential and other lots and parcels resulting from the installation, maintenance, and servicing of landscaping, irrigation systems, and fencing funded by the Assessment. These types of special benefits are summarized as follows:

1. Access to the Arroyo de la Laguna trail and Centennial Trail corridor maintained within or adjacent to the Assessment District.
2. Views of improved and maintained landscaping within the Assessment District.
3. Security and sound reduction provided by the maintenance of the landscape adjacent to the soundwalls along Interstate 680 within the Assessment District.
4. Creation of individual lots for residential use that, in absence of the Assessments, would not have been created.

In this case, the *SVTA* decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access

- Views

The *SVTA* decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The *SVTA* decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

> *"The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values)."*

Proximity, improved access, and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

Moreover, the *Dahms* decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by *Dahms* included streetscape maintenance and security services.

## Benefit Factors

The special benefits from the improvements are further detailed below:

### Views of improved and maintained landscaping

Only the specific properties within close proximity to the improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity to and views of the improvements that the public at large and property outside the Assessment District do not share in the same manner.

In absence of the assessments, the improvements and the landscaping areas in the Assessment District would be degraded due to insufficient funding for maintenance, upkeep, and repair. Therefore, the assessments provide improvements that are over and above what otherwise would be provided. When combined with the unique proximity and views enjoyed by parcels in the Assessment District, the maintained landscaping provides a direct advantage and special benefit to property in the Assessment District.

All 343 residential parcels in the Assessment District receive the view benefit from maintained landscaping along Paseo Santa Cruz and the Arroyo trail corridor. This benefit is received to the same degree by all parcels in the District and therefore does not differentiate among zones. The view benefit is the most broadly and uniformly received special benefit in the Assessment District.

### Access to the Arroyo de la Laguna Trail and Centennial Trail Corridor

The landscaping and improvements maintained along the Arroyo de la Laguna trail corridor provide the properties in the Assessment District with improved access to the trail and Centennial Trail system. The City, by maintaining permanent public improvements funded by the Assessments in the District, provides maintained trail access and landscaping to properties in the District.

The degree of access benefit varies materially by proximity to trail access points. Parcels with direct or proximate access to the trail corridor receive the highest access benefit. Parcels at greater distance receive a reduced access benefit commensurate with their distance from trail access points. This variation in access benefit is a primary driver of the zone structure established in this Report.

### Security and Sound Reduction

Parcels adjacent to the landscaping along the soundwall which is along Interstate 680 receive a direct and tangible benefit from the maintenance of this landscaping. This landscaping provides noise attenuation and a security buffer between those residential properties and the trail/canal/freeway corridor. This elevated special benefit is direct, proximate, and particular to those parcels that are immediately adjacent to this maintained landscaping.

Parcels not adjacent to the soundwall landscaping do not receive the same level of special benefit from this landscaping. The security and sound reduction benefit therefore varies by zone and is reflected in the zone scores established in this Report.

### Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created

The residential parcels within the Assessment District were created through a subdivision and development process that required the installation of landscaping, trail improvements, irrigation systems, and other public improvements as conditions of approval. These Improvements were not optional enhancements but mandatory prerequisites for the subdivision to be approved and the individual lots to be created. The proposed Assessments provide the necessary funding for the continued maintenance of these Improvements, which support the ongoing safety and habitability of those parcels.

As parcels are sold, new owners are informed of the Assessment through title reports and Department of Real Estate disclosure reports indicating that the parcels are subject to assessment. Purchase of property within the Assessment District constitutes notice of the Assessment obligation.

In the absence of the proposed Assessments, the continued maintenance and servicing of the Improvements associated with the residential lots within the Assessment District would not be adequately funded. These parcels, and the Improvements that were constructed to serve them, receive a direct advantage and special benefit from the Assessments.

### Summary of Relative Weight of Benefit Factors

The relative weight assigned to each benefit factor reflects the primacy of views and landscaping as the most broadly received and highest-value benefit to all properties within the Assessment District. The maintained landscaping along Paseo Santa Cruz and the Arroyo trail corridor provides aesthetic and quality-of-life benefits to all 343 residential parcels and is accordingly assigned a weight of 60% of the total benefit.

Access to the Arroyo de la Laguna trail and Centennial Trail corridor is assigned a weight of 30%, reflecting the direct and ongoing advantage of proximity to and use of the maintained trail system. This is a significant benefit that varies by proximity to trail access points and is the primary driver of zone differentiation within the Assessment District.

Security and sound reduction is assigned a weight of 5%, reflecting the direct but geographically limited benefit conferred to parcels adjacent to the landscaping along the soundwall along Interstate 680.

The Creation of Individual Lots is assigned a weight of 5%. While this benefit is real and legally recognized, it is foundational rather than ongoing. The lots were created once under conditions of approval that required these Improvements, and the Assessment now funds the continued maintenance that supports their habitability. The relative benefit levels used in this Report are shown below. The relative benefit levels used in this Report are shown in Table 2 below.

**Table 2 - Relative Benefit Levels**

| Creation of Lots | Views of Improved Landscaping | Access to Centennial Trail | Security/Sound Reduction |
|---|---|---|---|
| 5% | 60% | 30% | 5% |

## General versus Special Benefit

Article XIIID, Section 4(a) of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

Article XIIID never defines the term "general benefit." The definition of special benefit in Section 2(i) includes the statement that general enhancement of property value does not constitute a special benefit. A general benefit may be described as an "indirect, derivative advantage" resulting from the improvements.

In other words:

| ***Total Benefit*** | **=** | ***General Benefit*** | **+** | ***Special Benefit*** |
|---|---|---|---|---|

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. *SVTA* provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

A formula to estimate the general benefit is listed below:

| | | | | | | |
|---|---|---|---|---|---|---|
| **General Benefit** | **=** | **Benefit to Real Property Outside the Assessment District** | **+** | **Benefit to Real Property Inside the Assessment District that is Indirect and Derivative** | **+** | **Benefit to the Public at Large** |

Special benefit, on the other hand, is defined in the California Constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The *SVTA* decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In this Assessment, properties in the District have close and unique proximity, views, and access to the Improvements that other properties and the public at large do not share. Therefore, the overwhelming proportion of the benefits conferred to property within the District is special, and only minimal benefit is received by property outside the District or the public at large.

## Benefit Finding

### Quantification of General Benefit

The starting point for evaluating general and special benefits is the current baseline level of service. In the absence of the Assessment, no alternative funding source exists for the maintenance of the Improvements within the Assessment District. The baseline level of service without the Assessment is therefore the absence of funded maintenance, and all Improvements funded by the Assessment are over and above that baseline. The general benefits estimated in this section are measured against that baseline.

### Benefit to Property Nearby and Outside the Assessment Districts

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to some properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since certain properties outside the District enjoy close proximity and access to the improvements cannot be assessed by the District, this is a form of general benefit to other property. There are 62 parcels outside the District that are directly adjacent to areas where pathways and landscaped areas are maintained by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced to 95%. The general benefit to property outside of the District is calculated as follows.

**Table 3 – Benefit to Property Outside the Assessment District**

| Benefit to Property Outside the Assessment District | |
|---|---|
| **Assumptions:** | |
| Parcels outside and adjacent to the District | 62 |
| Parcels in the Maintenance District | 344 |
| **Calculation:** *((62 / (62 + 344)) * Factor applied* | |
| Factor applied | 95% |
| **General Benefit to Property outside the District** | **14.51%** |

### Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special because the other improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other improvements enjoyed by benefiting properties in the District.

Nevertheless, the *SVTA* decision indicates there may be general benefit "conferred on real property located in the district." A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as regional parks, major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. The Assessment boundaries are narrowly drawn to include only the residential parcels within Tracts 4986, 5093, 5160-5163, 5224, 5256, 5257, and 5281 and there are no regional facilities within the Assessment District. Therefore, the indirect and derivative general benefits to property within the Assessment District are zero.

General Benefit Inside the District (Indirect and Derivative) = 0.0%

### Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the Assessment's improvements are used and enjoyed by individuals who are not residents or property owners in the Assessment District. These improvements do not attract the public at large in the same way as park improvements, and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy outdoor and landscaped area improvements in the same way as they may visit a park.

However, the Arroyo de la Laguna trail corridor maintained in connection with the Assessment District does attract some beneficial use by individuals who are not residents of the District, (and not including nearby individual associated parcels discussed above). Based on surveys and research in which visitors to similar landscape, open space, and trail areas were asked to identify whether they lived or worked within the assessment area, and factoring in the relative convenience of access by District parcels, approximately 10% of the benefit of the use of similar landscape, open space, and trail improvements is by the public at large. When people outside the Assessment District use landscape and trail improvements, they diminish the benefit of such facilities for people within the District and this further supports the determination that 10% of the benefits from the Improvements are general benefits to the public at large.

### Summary of General Benefit

Using a sum of these three measures of general benefit, we find that approximately 24.51% of the benefits conferred by the improvements may be general in nature and should be funded by sources other than the assessment.

**Table 4 – Summary of General Benefit**

| General Benefit Component | Percentage |
|---|---|
| Benefit to property outside the Assessment District | 14.51% |
| Indirect and derivative benefit to property inside the District | 0.00% |
| Benefit to the public at large | 10.00% |
| **Total General Benefit** | **24.51%** |

## Source of Contributions from Other Funds

The general benefit of 24.51% must be funded by sources other than the Assessment. The City of Pleasanton satisfies this requirement through the following in-kind, non-monetary contributions to the Assessment District.

The City of Pleasanton owns, maintains, rehabilitates, and replaces the curb and gutter along the border of the Assessment District. This infrastructure serves to support and contain the Improvements and manage irrigation flow. The contribution from the City toward the maintenance, rehabilitation, and replacement of curb and gutter is conservatively estimated at 10%. In other words, if the Assessment District were required to construct and maintain the local curb and gutter, the budget would increase by at least 10%.

The City of Pleasanton owns and maintains a storm drainage system along the border of the Assessment District. This system serves to prevent flooding and manage urban runoff from the Improvements. The contribution from the City toward the maintenance, rehabilitation, and replacement of the local storm drainage system is conservatively estimated at 10%.

The City of Pleasanton owns and maintains local public streets throughout the Assessment District. These streets provide access to the Improvements for their enjoyment and efficient maintenance. The contribution from the City toward the maintenance, rehabilitation, and replacement of local public streets is conservatively estimated at 10%.

The value of the initial Improvements constructed by the Developer can be quantified and monetized as an annuity to be amortized. Since the initial Improvements were performed and paid for by non-assessment funds, this annuity is conservatively estimated to contribute 20% toward the general benefit requirement.

In addition to the infrastructure contributions described above, the City of Pleasanton provides ongoing staff support for the administration of the Assessment District that is not reimbursed through the assessment and is not included in the percentage estimates above. The City's Landscape Architect dedicates time throughout the year to the preparation of bid documents, contractor selection and monitoring, property owner inquiries, site inspections, coordination with other City departments, and general district administration. The City administration fee collected through the assessment is $1,800 per year. The value of the City Landscape Architect's time dedicated to the Assessment District exceeds this amount, meaning the City absorbs the difference as a further in-kind contribution toward the general benefit requirement. This unreimbursed staff time represents an ongoing financial contribution by the City to the Assessment District that is separate from and in addition to the infrastructure contributions described above, and further demonstrates that the City's total contributions to the District more than satisfy the general benefit requirement.

In total, the City of Pleasanton's in-kind contributions represent 50% of the total district cost, which more than satisfies the 24.51% general benefit requirement.

**Table 5 – City In-Kind General Benefit Contributions**

| City In-Kind Contribution | Percentage |
|---|---|
| Curb and gutter maintenance, rehabilitation, and replacement | 10.0% |
| Storm drainage system maintenance, rehabilitation, and replacement | 10.0% |
| Local public streets maintenance, rehabilitation, and replacement | 10.0% |
| Amortized value of initial Improvements constructed by Developer | 20.0% |
| **Total City In-Kind Contributions** | **50.0%** |

## Zones of Benefit

Ponderosa-Del Prado Landscape Maintenance District 2026-1 was formed to provide a funding source for the maintenance and services of landscaping improvements within the boundaries of the Assessment District. The boundaries of the Assessment District have been narrowly drawn to include only properties that will specially benefit from the maintenance and services and would receive a declining level of service if the Assessments were not approved.

The SVTA decision indicates:

> *In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not "particular and distinct" and are not "over and above" the benefits received by other properties "located in the district."*
>
> *We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public*

*benefits of the improvement (e.g., general enhancement of the district's property values).*

The Engineer determined that, based on proximity to the Improvements and the nature of the benefits received, the Assessment District shall consist of five zones of benefit. The zones reflect material differences in the degree of trail access and soundwall landscaping adjacency received by different properties within the District. All zones receive the Creation of Lots benefit (5% weight) and the Views of Improved Landscaping benefit (60% weight) equally. The zones differ with respect to the Access to Centennial Trail benefit (30% weight) and the Security and Sound Reduction benefit (5% weight).

### Base Level

Zone 1 is the Base Level, which includes the majority of residential parcels in the Assessment District. These parcels receive the full view and landscaping benefit from the maintained improvements along Paseo Santa Cruz and the Arroyo trail corridor, and the Creation of Lots benefit. Zone 1 parcels are at greater distance from the trail access points and are not adjacent to the soundwall landscaping along Interstate 680. They receive a trail access score of 70 out of 100, reflecting that while they are within the District and benefit from the maintained trail corridor, they do not have direct proximate access to trail entry points. They receive a security/sound reduction score of 0, as they are not adjacent to the soundwall landscaping.

### Central Wall

Zone 2 is the Central Wall area which includes parcels located along the interior semi-circle adjacent to the soundwall with landscaping maintained along the sidewalk edges. In addition to the view, landscaping, and lot creation benefits received by all zones, these parcels receive a direct and tangible security and sound reduction benefit from the maintained landscaping. Central Wall parcels receive the same trail access score as Base Level (70 out of 100) and a security/sound reduction score of 80 out of 100, reflecting their proximity to and benefit from the maintained landscaping along the interior soundwall.

### Adjacent to Trail

Zone 3 is called Adjacent to Trail and includes parcels that are directly adjacent to the Arroyo de la Laguna trail and the maintained landscaping along the soundwall along Interstate 680. These parcels receive both an enhanced landscaping benefit and a trail adjacency benefit. Adjacent to Trail parcels receive a trail access score of 70 out of 100 and a security/sound reduction score of 100 out of 100, reflecting their direct adjacency to the maintained landscaping (along the soundwall).

## Proximate Trail Access

Zone 4 or Proximate Trail Access includes parcels located in close proximity to trail access points along the Arroyo de la Laguna trail corridor. These parcels receive the highest trail access benefit of any zone that is not also adjacent to the maintained landscaping along the soundwall. Proximate Trail Access parcels receive a trail access score of 100 out of 100, reflecting their direct and convenient access to the trail system, and a security/sound reduction score of 0, as they are not adjacent to the soundwall landscaping.

## Proximate Trail Access and Adjacent to Trail

Zone 5 is called Proximate Trail Access and Adjacent to Trail includes parcels that receive both the maximum trail access benefit and the maximum soundwall landscaping adjacency benefit. These are parcels located in close proximity to trail access points and also adjacent to the maintained landscaping along the soundwall. Proximate Trail Access and Adjacent to Trail parcels receive a trail access score of 100 out of 100 and a security/sound reduction score of 100 out of 100, and therefore receive the highest total benefit score of any zone in the Assessment District.

The relative benefit scores for each zone, weighted by the benefit factors established in this Report, are shown in Table 6 below.

**Table 6 - Relative Benefit Levels By Zone**

| Zone | Creation of Lots (5%) | Views of Improved Landscaping (60%) | Access to Centennial Trail (30%) | Security/ Sound (5%) | Weighted Score | Relative Zone Factor |
|---|---|---|---|---|---|---|
| **Relative Weight** | **5%** | **60%** | **30%** | **5%** | | |
| Base Level | 100 | 100 | 70 | 0 | 8,600 | 1.000 |
| Central Wall | 100 | 100 | 70 | 80 | 9,000 | 1.046 |
| Adjacent to Trail | 100 | 100 | 70 | 100 | 9,100 | 1.058 |
| Proximate Trail Access | 100 | 100 | 100 | 0 | 9,500 | 1.104 |
| Proximate Trail + Adjacent | 100 | 100 | 100 | 100 | 10,000 | 1.162 |

## Method of Assessment

The assessments are apportioned to properties within the Assessment District in proportion to the relative special benefit each property receives from the Improvements. As established in the Zones of Benefit section, the Assessment District consists of five zones reflecting materially different levels of special benefit. Zone 1 parcels receive a normalized benefit score of 100% and the other Zones have normalized benefit scores based on the weighted benefit factor analysis in Table 6. This zone differential is the primary basis for the difference in assessment rates between the Zones.

Within each zone, assessments are further apportioned on the basis of Single-Family Equivalents (SFE). The SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing a fair and appropriate basis for apportionment. For the purposes of this Engineer's Report, all properties are designated an SFE value representing each property's relative benefit in relation to a single-family home on one parcel. The benchmark property is the single-family detached dwelling, which equals one Single-Family Equivalent or one SFE.

The special benefits conferred by the Assessments are benefits to property and are not based on a specific property owner's use of the Improvements, occupancy of the property, or demographic status. The method of apportionment is further described below.

## Residential Properties

In the Assessment District, there is only one type of residential property present: the single-family home. Other types of residential property, such as multifamily, apartments and condominiums, are not present. Furthermore, the property in the Assessment District is fully developed, has been stable since its original development in the early 1980s, and is zoned such that a change in that dominate land use is not expected in the future. As a result, there is no need for a detailed analysis of population densities to determine relative benefit for other types of residential properties. Each single-family residential property is assigned one SFE.

## Other Properties

Article XIIID stipulates that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

The City of Pleasanton owns one parcel within the Assessment District, which is the location of Del Prado Park. Del Prado Park is a neighborhood park that benefits from the maintained landscaping and improvements within the Assessment District, including proximity to the maintained trail corridor and improved views of landscaped areas. Del Prado Park is assessed within Base Level at a rate of $241.44 per year, without the county collection fee.

Miscellaneous, public right-of-way parcels and common area parcels typically do not generate employees, residents, customers, or guests. Such parcels do not receive a special benefit from the Improvements and are not assessed.

**Table 7 - Assessment Rate Determination by Estimate of Costs**

| Zone | No. Parcels | SFE Factor | Total SFEs | Annual Assessment Rate | Total Assessment |
|---|---|---|---|---|---|
| Base Level | 278 | 1.000 | 278.000 | $241.44 | $67,120 |
| Central | 24 | 1.046 | 25.104 | $252.55 | $6,061 |
| Adjacent to Trail | 20 | 1.058 | 21.160 | $255.44 | $5,109 |
| Proximate Trail Access | 17 | 1.104 | 18.768 | $266.55 | $4,531 |
| Proximate Trail Access + Adjacent to Trail | 5 | 1.162 | 5.810 | $280.55 | $1,403 |
| **TOTAL** | **344** | | **348.842** | | **$84,224** |

## Consumer Price Index Adjustments

The maximum assessment rate within the Assessment District may be increased by an amount equal to the annual change in the San Francisco Bay Area Consumer Price Index ("CPI"), not to exceed 3%. In the event that the actual assessment rate for any given year is not increased by an amount equal to the CPI change, any such deferred assessment increase may be added to the total amount assessed in any subsequent year. In such event, the maximum authorized assessment amount shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years.

## Government Code § 53759.1 and 53759.2

AB 2257, effective January 1, 2025, is codified at Government Code Sections 53759.1 and 53759.2 and establishes an exhaustion of administrative remedies framework applicable to Proposition 218 property-related fees and assessments.

Government Code Section 53759.1 authorizes public agencies to implement an exhaustion of administrative remedies requirement in connection with a proposed Proposition 218 property-related fee or assessment. Where a local agency complies with the requirements of that section, property owners are required to submit a written objection during the ratemaking process by a specified deadline, no less than 45 days after mailing of the Proposition 218 notice, and are prohibited from challenging the fee or assessment in litigation if they did not submit a timely written objection. The agency is required to prepare written responses to timely submitted objections and present them to the governing body, which must make certain specified determinations prior to the close of the Proposition 218 protest hearing. This process runs concurrently with the Proposition 218 timeline and does not affect a property owner's right to submit a protest pursuant to Proposition 218.

Government Code Section 53759.2 specifies the scope of judicial review of the administrative record of the underlying ratemaking proceeding where the local agency complied with Section 53759.1 in adopting the fee or assessment being challenged.

The City of Pleasanton has implemented the requirements of Government Code Section 53759.1 through Ordinance No. 2292, codified at Pleasanton Municipal Code Section 1.04.120. The City intends to comply fully with Government Code Section 53759.1 with respect to the proposed Assessment. Property owners will be informed of the deadline and process to submit a written objection, and all other dates and requirements related to the City's compliance with this provision, in the ballot notice mailed pursuant to Proposition 218.

# Assessment Statement

The City Council of the City of Pleasanton, County of Alameda, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution (collectively "the Act"), directed the formation of the Ponderosa-Del Prado Landscape Maintenance District 2026-1, which replaces the Ponderosa-Del Prado Landscape Maintenance District 1984-1;

The Council directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the maintenance and services upon all assessable parcels within the Assessment District;

The undersigned, by virtue of the power vested in me under the Act and the order of the City Council of the City of Pleasanton, hereby makes the following assessment to cover the portion of the estimated cost of the maintenance and services, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for said Improvements and the expenses incidental thereto, to be paid by the Ponderosa-Del Prado Landscape Maintenance District 2026-1 for Fiscal Year 2026-27 is generally as follows:

**Table 8 – Summary of Combined Cost Estimate**

| Budget Item | Budgeted Cost |
|---|---|
| Installation, Maintenance & Servicing Costs | $78,497 |
| Incidental and Administration Costs | $5,727 |
| **Total Budget** | **$84,224** |

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Ponderosa-Del Prado Landscape Maintenance District 2026-1. The distinctive number of each parcel or lot of land in the Assessment is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion the net amount of the cost and expenses of the improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the City of Pleasanton, Ponderosa-Del Prado Landscape Maintenance District 2026-1, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is made upon the parcels or lots of land within the Ponderosa-Del Prado Landscape Maintenance District 2026-1 in proportion to the special benefits to be received by the parcels or lots of land, from the improvements.

The assessment is subject to an annual adjustment tied to the Consumer Price Index for the San Francisco Bay Area as of December of each succeeding year (the CPI), with a maximum annual increase not to exceed 3%. In the event that the actual assessment rate for any given year is not increased by an amount equal to the CPI change, any such deferred assessment increase may be added to the total amount assessed in any subsequent year. In such event, the maximum authorized assessment amount shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Alameda for Fiscal Year 2026-27. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for Fiscal Year 2026-27 for each parcel or lot of land within the Ponderosa-Del Prado Landscape Maintenance District 2026-1.

Dated: May 13, 2026




Engineer of Work

By _____

John W. Bliss, License No. C052091

# Assessment Diagram

The boundaries of the Ponderosa-Del Prado Landscape Maintenance District 2026-1 in the City of Pleasanton, Alameda County, California, are displayed on the following Assessment Diagram.




FILED IN THE OFFICE OF THE CITY CLERK OF
THE CITY OF PLEASANTON,
COUNTY OF ALAMEDA,
CALIFORNIA, THIS _____ DAY OF _____, 202__.

_____
CITY CLERK

RECORDED IN THE OFFICE OF CITY CLERK OF
THE CITY OF PLEASANTON,
COUNTY OF ALAMEDA, CALIFORNIA
THIS _____ DAY OF _____, 202__.

_____
CITY CLERK

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE CITY COUNCIL OF THE CITY OF PLEASANTON COUNTY OF ALAMEDA ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 202__ FOR THE FISCAL YEAR 20__-__ AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR-CONTROLLER OF THE COUNTY OF ALAMEDA ON THE _____ DAY OF _____, 202__. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

_____
CITY CLERK

FILED THIS _____ DAY OF _____, 202__ AT THE HOUR OF _____ O'CLOCK __.M. IN THE OFFICE OF THE COUNTY TAX COLLECTOR OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY COUNCIL OF THE CITY OF PLEASANTON.

_____
COUNTY TAX COLLECTOR, COUNTY OF ALAMEDA

SCI Consulting Group
4745 Mangels Blvd
Fairfield, CA 94534
707-430-4300

**City of Pleasanton**
**Ponderosa-Del Prado Landscape Maintenance District 2026-01**
**Assessment Diagram**

# Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Ponderosa-Del Prado Landscape Maintenance District 2026-1 and the amount of the assessment) has been filed with the City Clerk and is, by reference, made part of this report and will be available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

**CITY OF PLEASANTON**
**PONDEROSA - DEL PRADO LANDSCAPE MAINTENANCE DISTRICT 2026-1**
**PROPOSED 2026-27 ASSESSMENT ROLL**

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 1 | 946-4556-010 | $237.34 | $4.10 | $241.44 |
| 2 | 946-4556-009 | $237.34 | $4.10 | $241.44 |
| 3 | 946-4556-008 | $237.34 | $4.10 | $241.44 |
| 4 | 946-4556-007 | $237.34 | $4.10 | $241.44 |
| 5 | 946-4556-006 | $237.34 | $4.10 | $241.44 |
| 6 | 946-4556-005 | $237.34 | $4.10 | $241.44 |
| 7 | 946-4556-004 | $237.34 | $4.10 | $241.44 |
| 8 | 946-4556-003 | $237.34 | $4.10 | $241.44 |
| 9 | 946-4556-011 | $237.34 | $4.10 | $241.44 |
| 10 | 946-4556-012 | $237.34 | $4.10 | $241.44 |
| 11 | 946-4556-013 | $237.34 | $4.10 | $241.44 |
| 12 | 946-4556-014 | $237.34 | $4.10 | $241.44 |
| 13 | 946-4556-015 | $237.34 | $4.10 | $241.44 |
| 14 | 946-4556-016 | $237.34 | $4.10 | $241.44 |
| 15 | 946-4556-017 | $237.34 | $4.10 | $241.44 |
| 16 | 946-4556-018 | $237.34 | $4.10 | $241.44 |
| 17 | 946-4556-019 | $237.34 | $4.10 | $241.44 |
| 18 | 946-4556-020 | $237.34 | $4.10 | $241.44 |
| 19 | 946-4556-021 | $237.34 | $4.10 | $241.44 |
| 20 | 946-4556-031 | $237.34 | $4.10 | $241.44 |
| 21 | 946-4556-032 | $237.34 | $4.10 | $241.44 |
| 22 | 946-4556-033 | $237.34 | $4.10 | $241.44 |
| 23 | 946-4556-034 | $237.34 | $4.10 | $241.44 |
| 24 | 946-4556-035 | $237.34 | $4.10 | $241.44 |
| 25 | 946-4556-036 | $237.34 | $4.10 | $241.44 |
| 26 | 946-4556-037 | $237.34 | $4.10 | $241.44 |
| 27 | 946-4556-038 | $237.34 | $4.10 | $241.44 |
| 28 | 946-4556-039 | $237.34 | $4.10 | $241.44 |
| 29 | 946-4556-040 | $237.34 | $4.10 | $241.44 |
| 30 | 946-4556-041 | $237.34 | $4.10 | $241.44 |
| 31 | 946-4556-042 | $237.34 | $4.10 | $241.44 |
| 32 | 946-4556-043 | $237.34 | $4.10 | $241.44 |
| 33 | 946-4556-044 | $237.34 | $4.10 | $241.44 |
| 34 | 946-4556-045 | $237.34 | $4.10 | $241.44 |
| 35 | 946-4556-046 | $237.34 | $4.10 | $241.44 |
| 36 | 946-4556-047 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 37 | 946-4556-048 | $237.34 | $4.10 | $241.44 |
| 38 | 946-4556-049 | $237.34 | $4.10 | $241.44 |
| 39 | 946-4556-050 | $237.34 | $4.10 | $241.44 |
| 40 | 946-4556-051 | $237.34 | $4.10 | $241.44 |
| 41 | 946-4556-052 | $237.34 | $4.10 | $241.44 |
| 42 | 946-4556-053 | $237.34 | $4.10 | $241.44 |
| 43 | 946-4556-054 | $262.02 | $4.53 | $266.55 |
| 44 | 946-4556-055 | $262.02 | $4.53 | $266.55 |
| 45 | 946-4556-056 | $262.02 | $4.53 | $266.55 |
| 46 | 946-4556-057 | $262.02 | $4.53 | $266.55 |
| 47 | 946-4556-058 | $262.02 | $4.53 | $266.55 |
| 48 | 946-4556-059-2 | $275.78 | $4.77 | $280.55 |
| 49 | 946-4556-060-2 | $275.78 | $4.77 | $280.55 |
| 50 | 946-4556-061 | $262.02 | $4.53 | $266.55 |
| 51 | 946-4556-062 | $262.02 | $4.53 | $266.55 |
| 52 | 946-4556-063 | $262.02 | $4.53 | $266.55 |
| 53 | 946-4556-064 | $262.02 | $4.53 | $266.55 |
| 54 | 946-4556-065 | $262.02 | $4.53 | $266.55 |
| 55 | 946-4556-066 | $237.34 | $4.10 | $241.44 |
| 56 | 946-4556-030 | $237.34 | $4.10 | $241.44 |
| 57 | 946-4556-029 | $237.34 | $4.10 | $241.44 |
| 58 | 946-4556-028 | $237.34 | $4.10 | $241.44 |
| 59 | 946-4556-067 | $237.34 | $4.10 | $241.44 |
| 60 | 946-4556-068 | $237.34 | $4.10 | $241.44 |
| 61 | 946-4556-069 | $237.34 | $4.10 | $241.44 |
| 62 | 946-4556-070 | $237.34 | $4.10 | $241.44 |
| 63 | 946-4556-071 | $237.34 | $4.10 | $241.44 |
| 64 | 946-4556-072 | $237.34 | $4.10 | $241.44 |
| 65 | 946-4556-073-1 | $251.10 | $4.34 | $255.44 |
| 66 | 946-4556-074-1 | $251.10 | $4.34 | $255.44 |
| 67 | 946-4556-075 | $237.34 | $4.10 | $241.44 |
| 68 | 946-4556-076 | $237.34 | $4.10 | $241.44 |
| 69 | 946-4556-077 | $237.34 | $4.10 | $241.44 |
| 70 | 946-4556-078 | $237.34 | $4.10 | $241.44 |
| 71 | 946-4556-079 | $237.34 | $4.10 | $241.44 |
| 72 | 946-4556-027 | $237.34 | $4.10 | $241.44 |
| 73 | 946-4556-026 | $237.34 | $4.10 | $241.44 |
| 74 | 946-4556-025 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 75 | 946-4556-082 | $237.34 | $4.10 | $241.44 |
| 76 | 946-4556-083 | $237.34 | $4.10 | $241.44 |
| 77 | 946-4556-084 | $237.34 | $4.10 | $241.44 |
| 78 | 946-4556-085 | $237.34 | $4.10 | $241.44 |
| 79 | 946-4556-086 | $237.34 | $4.10 | $241.44 |
| 80 | 946-4556-087-1 | $251.10 | $4.34 | $255.44 |
| 81 | 946-4556-088-1 | $251.10 | $4.34 | $255.44 |
| 82 | 946-4556-089 | $237.34 | $4.10 | $241.44 |
| 83 | 946-4556-090 | $237.34 | $4.10 | $241.44 |
| 84 | 946-4556-091 | $237.34 | $4.10 | $241.44 |
| 85 | 946-4556-092 | $237.34 | $4.10 | $241.44 |
| 86 | 946-4556-093 | $237.34 | $4.10 | $241.44 |
| 87 | 946-4556-024 | $237.34 | $4.10 | $241.44 |
| 88 | 946-4556-023 | $237.34 | $4.10 | $241.44 |
| 89 | 946-4556-022 | $237.34 | $4.10 | $241.44 |
| 90 | 946-4556-094 | $237.34 | $4.10 | $241.44 |
| 91 | 946-4556-097 | $237.34 | $4.10 | $241.44 |
| 92 | 946-4556-098 | $237.34 | $4.10 | $241.44 |
| 93 | 946-4556-099 | $237.34 | $4.10 | $241.44 |
| 94 | 946-4556-100 | $237.34 | $4.10 | $241.44 |
| 95 | 946-4556-101 | $237.34 | $4.10 | $241.44 |
| 96 | 946-4556-102-1 | $251.10 | $4.34 | $255.44 |
| 97 | 946-4556-104-1 | $251.10 | $4.34 | $255.44 |
| 98 | 946-4556-105 | $237.34 | $4.10 | $241.44 |
| 99 | 946-4556-106 | $237.34 | $4.10 | $241.44 |
| 100 | 946-4556-107 | $237.34 | $4.10 | $241.44 |
| 101 | 946-4556-108 | $237.34 | $4.10 | $241.44 |
| 102 | 946-4562-040-1 | $251.10 | $4.34 | $255.44 |
| 103 | 946-4562-039 | $237.34 | $4.10 | $241.44 |
| 104 | 946-4562-038 | $237.34 | $4.10 | $241.44 |
| 105 | 946-4562-037 | $237.34 | $4.10 | $241.44 |
| 106 | 946-4562-036 | $237.34 | $4.10 | $241.44 |
| 107 | 946-4562-004 | $237.34 | $4.10 | $241.44 |
| 108 | 946-4562-003 | $237.34 | $4.10 | $241.44 |
| 109 | 946-4562-001 | $237.34 | $4.10 | $241.44 |
| 110 | 946-4562-005 | $237.34 | $4.10 | $241.44 |
| 111 | 946-4562-007 | $237.34 | $4.10 | $241.44 |
| 112 | 946-4562-010-1 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 113 | 946-4562-011 | $237.34 | $4.10 | $241.44 |
| 114 | 946-4562-013 | $237.34 | $4.10 | $241.44 |
| 115 | 946-4562-014 | $237.34 | $4.10 | $241.44 |
| 116 | 946-4562-015 | $237.34 | $4.10 | $241.44 |
| 117 | 946-4562-016 | $237.34 | $4.10 | $241.44 |
| 118 | 946-4562-045 | $237.34 | $4.10 | $241.44 |
| 119 | 946-4562-044 | $237.34 | $4.10 | $241.44 |
| 120 | 946-4562-043 | $237.34 | $4.10 | $241.44 |
| 121 | 946-4562-042 | $237.34 | $4.10 | $241.44 |
| 122 | 946-4562-041-1 | $251.10 | $4.34 | $255.44 |
| 123 | 946-4562-050-1 | $251.10 | $4.34 | $255.44 |
| 124 | 946-4562-049 | $237.34 | $4.10 | $241.44 |
| 125 | 946-4562-048 | $237.34 | $4.10 | $241.44 |
| 126 | 946-4562-047 | $237.34 | $4.10 | $241.44 |
| 127 | 946-4562-046 | $237.34 | $4.10 | $241.44 |
| 128 | 946-4562-017 | $237.34 | $4.10 | $241.44 |
| 129 | 946-4562-018 | $237.34 | $4.10 | $241.44 |
| 130 | 946-4562-019 | $237.34 | $4.10 | $241.44 |
| 131 | 946-4562-020 | $237.34 | $4.10 | $241.44 |
| 132 | 946-4562-021 | $237.34 | $4.10 | $241.44 |
| 133 | 946-4562-022 | $237.34 | $4.10 | $241.44 |
| 134 | 946-4562-023 | $237.34 | $4.10 | $241.44 |
| 135 | 946-4562-024 | $237.34 | $4.10 | $241.44 |
| 136 | 946-4562-025 | $237.34 | $4.10 | $241.44 |
| 137 | 946-4562-055 | $237.34 | $4.10 | $241.44 |
| 138 | 946-4562-054 | $237.34 | $4.10 | $241.44 |
| 139 | 946-4562-053 | $237.34 | $4.10 | $241.44 |
| 140 | 946-4562-052 | $237.34 | $4.10 | $241.44 |
| 141 | 946-4562-051-1 | $251.10 | $4.34 | $255.44 |
| 142 | 946-4562-060 | $251.10 | $4.34 | $255.44 |
| 143 | 946-4562-059 | $237.34 | $4.10 | $241.44 |
| 144 | 946-4562-058 | $237.34 | $4.10 | $241.44 |
| 145 | 946-4562-057 | $237.34 | $4.10 | $241.44 |
| 146 | 946-4562-056 | $237.34 | $4.10 | $241.44 |
| 147 | 946-4562-026 | $237.34 | $4.10 | $241.44 |
| 148 | 946-4562-027 | $237.34 | $4.10 | $241.44 |
| 149 | 946-4562-028 | $237.34 | $4.10 | $241.44 |
| 150 | 946-4562-029 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 151 | 946-4562-030 | $237.34 | $4.10 | $241.44 |
| 152 | 946-4562-031 | $237.34 | $4.10 | $241.44 |
| 153 | 946-4562-032 | $237.34 | $4.10 | $241.44 |
| 154 | 946-4562-033 | $237.34 | $4.10 | $241.44 |
| 155 | 946-4562-065 | $237.34 | $4.10 | $241.44 |
| 156 | 946-4562-064 | $237.34 | $4.10 | $241.44 |
| 157 | 946-4562-063 | $237.34 | $4.10 | $241.44 |
| 158 | 946-4562-062 | $237.34 | $4.10 | $241.44 |
| 159 | 946-4562-061-1 | $251.10 | $4.34 | $255.44 |
| 160 | 946-4562-066 | $237.34 | $4.10 | $241.44 |
| 161 | 946-4562-067 | $237.34 | $4.10 | $241.44 |
| 162 | 946-4562-068 | $237.34 | $4.10 | $241.44 |
| 163 | 946-4562-069 | $237.34 | $4.10 | $241.44 |
| 164 | 946-4562-070 | $237.34 | $4.10 | $241.44 |
| 165 | 946-4563-001 | $237.34 | $4.10 | $241.44 |
| 166 | 946-4563-002-1 | $251.10 | $4.34 | $255.44 |
| 167 | 946-4563-004-1 | $251.10 | $4.34 | $255.44 |
| 168 | 946-4563-005 | $237.34 | $4.10 | $241.44 |
| 169 | 946-4563-006 | $237.34 | $4.10 | $241.44 |
| 170 | 946-4563-007 | $237.34 | $4.10 | $241.44 |
| 171 | 946-4563-008 | $237.34 | $4.10 | $241.44 |
| 172 | 946-4563-009 | $237.34 | $4.10 | $241.44 |
| 173 | 946-4563-010 | $237.34 | $4.10 | $241.44 |
| 174 | 946-4563-011-2 | $237.34 | $4.10 | $241.44 |
| 175 | 946-4563-012-1 | $237.34 | $4.10 | $241.44 |
| 176 | 946-4563-013 | $237.34 | $4.10 | $241.44 |
| 177 | 946-4563-014 | $237.34 | $4.10 | $241.44 |
| 178 | 946-4563-015 | $237.34 | $4.10 | $241.44 |
| 179 | 946-4563-016 | $237.34 | $4.10 | $241.44 |
| 180 | 946-4563-017-1 | $251.10 | $4.34 | $255.44 |
| 181 | 946-4563-018-1 | $251.10 | $4.34 | $255.44 |
| 182 | 946-4563-019 | $237.34 | $4.10 | $241.44 |
| 183 | 946-4563-020 | $237.34 | $4.10 | $241.44 |
| 184 | 946-4563-021 | $237.34 | $4.10 | $241.44 |
| 185 | 946-4563-022 | $237.34 | $4.10 | $241.44 |
| 186 | 946-4563-023 | $237.34 | $4.10 | $241.44 |
| 187 | 946-4563-024 | $237.34 | $4.10 | $241.44 |
| 188 | 946-4563-025 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 189 | 946-4563-026 | $237.34 | $4.10 | $241.44 |
| 190 | 946-4563-027 | $237.34 | $4.10 | $241.44 |
| 191 | 946-4563-028 | $237.34 | $4.10 | $241.44 |
| 192 | 946-4563-029 | $237.34 | $4.10 | $241.44 |
| 193 | 946-4563-030-1 | $251.10 | $4.34 | $255.44 |
| 194 | 946-4563-031-1 | $251.10 | $4.34 | $255.44 |
| 195 | 946-4563-032 | $237.34 | $4.10 | $241.44 |
| 196 | 946-4563-033 | $237.34 | $4.10 | $241.44 |
| 197 | 946-4563-034 | $237.34 | $4.10 | $241.44 |
| 198 | 946-4563-035 | $237.34 | $4.10 | $241.44 |
| 199 | 946-4563-036 | $237.34 | $4.10 | $241.44 |
| 200 | 946-4563-037 | $237.34 | $4.10 | $241.44 |
| 201 | 946-4563-038-1 | $237.34 | $4.10 | $241.44 |
| 202 | 946-4563-039-3 | $237.34 | $4.10 | $241.44 |
| 203 | 946-4563-040-2 | $237.34 | $4.10 | $241.44 |
| 204 | 946-4563-041 | $237.34 | $4.10 | $241.44 |
| 205 | 946-4563-042 | $251.10 | $4.34 | $255.44 |
| 206 | 946-4563-043 | $251.10 | $4.34 | $255.44 |
| 207 | 946-4563-044 | $237.34 | $4.10 | $241.44 |
| 208 | 946-4563-045 | $237.34 | $4.10 | $241.44 |
| 209 | 946-4563-046 | $237.34 | $4.10 | $241.44 |
| 210 | 946-4563-047 | $237.34 | $4.10 | $241.44 |
| 211 | 946-4563-048 | $237.34 | $4.10 | $241.44 |
| 212 | 946-4563-049 | $237.34 | $4.10 | $241.44 |
| 213 | 946-4563-050 | $237.34 | $4.10 | $241.44 |
| 214 | 946-4563-051 | $237.34 | $4.10 | $241.44 |
| 215 | 946-4563-052 | $237.34 | $4.10 | $241.44 |
| 216 | 946-4563-053 | $237.34 | $4.10 | $241.44 |
| 217 | 946-4563-054 | $237.34 | $4.10 | $241.44 |
| 218 | 946-4563-055 | $262.02 | $4.53 | $266.55 |
| 219 | 946-4563-056 | $262.02 | $4.53 | $266.55 |
| 220 | 946-4563-057 | $275.78 | $4.77 | $280.55 |
| 221 | 946-4563-058-3 | $275.78 | $4.77 | $280.55 |
| 222 | 946-4563-060-2 | $275.78 | $4.77 | $280.55 |
| 223 | 946-4563-061 | $262.02 | $4.53 | $266.55 |
| 224 | 946-4563-062 | $262.02 | $4.53 | $266.55 |
| 225 | 946-4563-063 | $262.02 | $4.53 | $266.55 |
| 226 | 946-4563-064 | $262.02 | $4.53 | $266.55 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 227 | 946-4563-065 | $262.02 | $4.53 | $266.55 |
| 228 | 946-4563-066 | $237.34 | $4.10 | $241.44 |
| 229 | 946-4563-067 | $237.34 | $4.10 | $241.44 |
| 230 | 946-4563-068 | $237.34 | $4.10 | $241.44 |
| 231 | 946-4563-069 | $237.34 | $4.10 | $241.44 |
| 232 | 946-4563-070 | $237.34 | $4.10 | $241.44 |
| 233 | 946-4563-071 | $237.34 | $4.10 | $241.44 |
| 234 | 946-4563-072 | $237.34 | $4.10 | $241.44 |
| 235 | 946-4563-073 | $237.34 | $4.10 | $241.44 |
| 236 | 946-4563-074 | $237.34 | $4.10 | $241.44 |
| 237 | 946-4563-075 | $237.34 | $4.10 | $241.44 |
| 238 | 946-4563-076 | $237.34 | $4.10 | $241.44 |
| 239 | 946-4563-077 | $237.34 | $4.10 | $241.44 |
| 240 | 946-4563-078-2 | $248.26 | $4.29 | $252.55 |
| 241 | 946-4563-079-1 | $248.26 | $4.29 | $252.55 |
| 242 | 946-4563-080 | $248.26 | $4.29 | $252.55 |
| 243 | 946-4563-082 | $237.34 | $4.10 | $241.44 |
| 244 | 946-4563-083 | $237.34 | $4.10 | $241.44 |
| 245 | 946-4563-084 | $237.34 | $4.10 | $241.44 |
| 246 | 946-4563-085 | $237.34 | $4.10 | $241.44 |
| 247 | 946-4563-086 | $237.34 | $4.10 | $241.44 |
| 248 | 946-4563-087 | $237.34 | $4.10 | $241.44 |
| 249 | 946-4563-088 | $237.34 | $4.10 | $241.44 |
| 250 | 946-4563-089 | $237.34 | $4.10 | $241.44 |
| 251 | 946-4563-090 | $237.34 | $4.10 | $241.44 |
| 252 | 946-4563-091 | $237.34 | $4.10 | $241.44 |
| 253 | 946-4563-092 | $237.34 | $4.10 | $241.44 |
| 254 | 946-4563-093 | $237.34 | $4.10 | $241.44 |
| 255 | 946-4563-094 | $237.34 | $4.10 | $241.44 |
| 256 | 946-4563-095 | $237.34 | $4.10 | $241.44 |
| 257 | 946-4563-096 | $237.34 | $4.10 | $241.44 |
| 258 | 946-4563-097 | $237.34 | $4.10 | $241.44 |
| 259 | 946-4563-130 | $237.34 | $4.10 | $241.44 |
| 260 | 946-4563-129 | $237.34 | $4.10 | $241.44 |
| 261 | 946-4563-128 | $237.34 | $4.10 | $241.44 |
| 262 | 946-4563-127 | $237.34 | $4.10 | $241.44 |
| 263 | 946-4563-126 | $237.34 | $4.10 | $241.44 |
| 264 | 946-4563-140 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 265 | 946-4563-141 | $237.34 | $4.10 | $241.44 |
| 266 | 946-4563-142 | $237.34 | $4.10 | $241.44 |
| 267 | 946-4563-143 | $237.34 | $4.10 | $241.44 |
| 268 | 946-4563-182 | $237.34 | $4.10 | $241.44 |
| 269 | 946-4563-183 | $248.26 | $4.29 | $252.55 |
| 270 | 946-4563-146 | $248.26 | $4.29 | $252.55 |
| 271 | 946-4563-147 | $248.26 | $4.29 | $252.55 |
| 272 | 946-4563-148 | $248.26 | $4.29 | $252.55 |
| 273 | 946-4563-149 | $248.26 | $4.29 | $252.55 |
| 274 | 946-4563-150 | $248.26 | $4.29 | $252.55 |
| 275 | 946-4563-151 | $248.26 | $4.29 | $252.55 |
| 276 | 946-4563-152 | $248.26 | $4.29 | $252.55 |
| 277 | 946-4563-153 | $248.26 | $4.29 | $252.55 |
| 278 | 946-4563-154 | $248.26 | $4.29 | $252.55 |
| 279 | 946-4563-113 | $248.26 | $4.29 | $252.55 |
| 280 | 946-4563-112 | $248.26 | $4.29 | $252.55 |
| 281 | 946-4563-111 | $248.26 | $4.29 | $252.55 |
| 282 | 946-4563-110 | $248.26 | $4.29 | $252.55 |
| 283 | 946-4563-109 | $248.26 | $4.29 | $252.55 |
| 284 | 946-4563-108 | $248.26 | $4.29 | $252.55 |
| 285 | 946-4563-107 | $248.26 | $4.29 | $252.55 |
| 286 | 946-4563-106 | $248.26 | $4.29 | $252.55 |
| 287 | 946-4563-105 | $248.26 | $4.29 | $252.55 |
| 288 | 946-4563-104 | $248.26 | $4.29 | $252.55 |
| 289 | 946-4563-103 | $248.26 | $4.29 | $252.55 |
| 290 | 946-4563-102 | $237.34 | $4.10 | $241.44 |
| 291 | 946-4563-101 | $237.34 | $4.10 | $241.44 |
| 292 | 946-4563-100 | $237.34 | $4.10 | $241.44 |
| 293 | 946-4563-099 | $237.34 | $4.10 | $241.44 |
| 294 | 946-4563-098 | $237.34 | $4.10 | $241.44 |
| 295 | 946-4563-120 | $237.34 | $4.10 | $241.44 |
| 296 | 946-4563-121 | $237.34 | $4.10 | $241.44 |
| 297 | 946-4563-122 | $237.34 | $4.10 | $241.44 |
| 298 | 946-4563-123 | $237.34 | $4.10 | $241.44 |
| 299 | 946-4563-134 | $237.34 | $4.10 | $241.44 |
| 300 | 946-4563-133 | $237.34 | $4.10 | $241.44 |
| 301 | 946-4563-132 | $237.34 | $4.10 | $241.44 |
| 302 | 946-4563-131 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 303 | 946-4563-139 | $237.34 | $4.10 | $241.44 |
| 304 | 946-4563-138 | $237.34 | $4.10 | $241.44 |
| 305 | 946-4563-137 | $237.34 | $4.10 | $241.44 |
| 306 | 946-4563-136 | $237.34 | $4.10 | $241.44 |
| 307 | 946-4563-135 | $237.34 | $4.10 | $241.44 |
| 308 | 946-4563-114 | $237.34 | $4.10 | $241.44 |
| 309 | 946-4563-115 | $237.34 | $4.10 | $241.44 |
| 310 | 946-4563-116 | $237.34 | $4.10 | $241.44 |
| 311 | 946-4563-117 | $237.34 | $4.10 | $241.44 |
| 312 | 946-4563-118 | $237.34 | $4.10 | $241.44 |
| 313 | 946-4563-119 | $237.34 | $4.10 | $241.44 |
| 314 | 946-4563-155 | $237.34 | $4.10 | $241.44 |
| 315 | 946-4563-156 | $237.34 | $4.10 | $241.44 |
| 316 | 946-4563-157 | $237.34 | $4.10 | $241.44 |
| 317 | 946-4563-158 | $237.34 | $4.10 | $241.44 |
| 318 | 946-4563-159 | $237.34 | $4.10 | $241.44 |
| 319 | 946-4563-160 | $237.34 | $4.10 | $241.44 |
| 320 | 946-4563-161 | $237.34 | $4.10 | $241.44 |
| 321 | 946-4563-162 | $237.34 | $4.10 | $241.44 |
| 322 | 946-4563-163 | $237.34 | $4.10 | $241.44 |
| 323 | 946-4563-164 | $237.34 | $4.10 | $241.44 |
| 324 | 946-4563-165 | $237.34 | $4.10 | $241.44 |
| 325 | 946-4563-166 | $237.34 | $4.10 | $241.44 |
| 326 | 946-4563-167 | $237.34 | $4.10 | $241.44 |
| 327 | 946-4563-168 | $237.34 | $4.10 | $241.44 |
| 328 | 946-4563-169 | $237.34 | $4.10 | $241.44 |
| 329 | 946-4563-170 | $237.34 | $4.10 | $241.44 |
| 330 | 946-4563-171 | $237.34 | $4.10 | $241.44 |
| 331 | 946-4563-172 | $237.34 | $4.10 | $241.44 |
| 332 | 946-4563-173 | $237.34 | $4.10 | $241.44 |
| 333 | 946-4563-174 | $237.34 | $4.10 | $241.44 |
| 334 | 946-4563-175 | $237.34 | $4.10 | $241.44 |
| 335 | 946-4563-176 | $237.34 | $4.10 | $241.44 |
| 336 | 946-4563-177 | $237.34 | $4.10 | $241.44 |
| 337 | 946-4563-178 | $237.34 | $4.10 | $241.44 |
| 338 | 946-4563-179 | $237.34 | $4.10 | $241.44 |
| 339 | 946-4563-180 | $237.34 | $4.10 | $241.44 |
| 340 | 946-4562-071 | $237.34 | $4.10 | $241.44 |

## PROPOSED 2026-27 ASSESSMENT ROLL

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 341 | 946-4562-072 | $237.34 | $4.10 | $241.44 |
| 342 | 946-4562-073 | $237.34 | $4.10 | $241.44 |
| 343 | 946-4562-074 | $237.34 | $4.10 | $241.44 |
| CITY | 946-4563-125 | $241.44 | | $241.44 |
| 344 | **TOTAL ASSESSMENTS:** | **$82,796.71** | **$1,427.71** | **$84,224.42** |

**RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON TO APPROVE THE ENGINEER'S REPORT, CONFIRMING THE DIAGRAM AND ASSESSMENT, AND ORDERING LEVY OF THE BONDE RANCH LANDSCAPE MAINTENANCE DISTRICT 2026-2 FOR FISCAL YEAR 2026/27**

**WHEREAS**, the City Council on May 5, 2026 ordered the initiation of proceedings for the levy of an assessment pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) ("the Act") and Article XIII-D of the California Constitution, for the purpose of financing the installation, maintenance, and servicing of landscaping and other improvements (the "Improvements") as specified in the Engineer's Report prepared by the Assessment Engineer; and

**WHEREAS**, the City Council has approved and filed an Engineer's Report which includes:

1. A description of the public improvements to be funded with assessment proceeds;
2. An estimate of the annual cost of said improvements, services, and programs;
3. A description of the assessable parcels of land within the proposed assessment district;
4. A description of the proportionate special and general benefits conferred on property by the proposed assessment;
5. A diagram and boundary map for the Assessment; and
6. A specification of the amount to be assessed upon various types of assessable land within the Assessment to fund the cost of the Improvements; and

**WHEREAS**, the City Council adopted a Resolution of Intention providing notice of the public hearing on the proposed assessments, stating that the hearing would be held on Tuesday, July 21, 2026, at the hour of 7:00 p.m. at the City Council Chambers, located at 200 Old Bernal Avenue, Pleasanton, California, for the purpose of this City Council's determination of whether the public interest, convenience, and necessity require the levy of the assessments; and

**WHEREAS**, the City provided a 45-day written mailed notice to each record owner of assessable parcels of real property located within the boundaries of the assessment district, containing the information required by Article XIII-D of the California Constitution, including an assessment ballot by which each property owner could express support or opposition to the proposed assessment; and

**WHEREAS**, pursuant to the provisions of Article XIII-D, an opportunity for protest was afforded, and the assessment ballots mailed to owners of assessable real property within the proposed boundaries were received and tabulated, with assessment ballots weighted according to the proportional financial obligation of each affected parcel; and

**WHEREAS**, any timely written objections to the assessment received by the deadline posted in the Notice of Public Hearing have been duly considered and a written response has been provided pursuant to Government Code Sections 53759.1 and 53759.2; and

**WHEREAS**, during the public hearing, written protests and verbal protests were received, which the City Council noted and has considered along with all other information received during the public hearing; and

**WHEREAS**, the Bonde Ranch Landscape Maintenance District 2026-2 supersedes and replaces the existing Bonde Ranch Landscape Maintenance District 1993-2, the assessments for which have been accounted for in Fund 136, and upon formation of the new District the predecessor district will be dissolved and any unexpended balance remaining in Fund 136, estimated at approximately $35,155 as of April 2026, having been collected for the special benefit of the same parcels, will remain available to fund the Improvements within the same area.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** The canvass of the assessment ballots submitted by property owners is complete and certified by the City Clerk, and the votes cast are as follows:

| Ballot Category | Number of Ballots | Weighted Assessment Amount | Weighted Percentage |
|---|---|---|---|
| Valid Ballots Processed | _____ | $_____ | 100% |
| Yes Votes | _____ | $_____ | _____% |
| No Votes | _____ | $_____ | _____% |
| Invalid Ballots | _____ | $_____ | N/A |

**SECTION 3.** _____ assessment ballots were returned and received prior to the close of the public hearing on July 21, 2026. This represents a _____% ballot return rate on the 103 ballots. Of the assessment ballots returned, _____ assessment ballots were declared invalid, in that they were either not marked with a “Yes” or “No”, were marked with both a “Yes” and a “No”, were not signed, or the property ownership and barcode information was illegible.

**SECTION 4.** As determined by ballots cast, on an unweighted basis, _____% of the property owners cast ballots in support of the measure. As determined by ballots cast, as weighted according to the amount of assessment for each parcel, **_____%** of the property owners cast ballots in support of the District Measure. Since a majority protest, as defined by Article XIIID of the California Constitution, did not exist, the City Council thereby acquired jurisdiction to order the levy of assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

**SECTION 5.** The Final Engineer’s Report, together with the diagram and boundary map of the assessment contained therein, and the proposed assessment roll for fiscal year 2026-2027 are hereby confirmed and approved.

**SECTION 6.** Based on oral and documentary evidence, including the Engineer's Report, offered and received at the public hearing, the City Council expressly finds and determines that:

a) each of the several assessed lots and parcels of land within the Assessment District will be specially benefited by the Improvements (as described in the Engineer's Report) in at least the amount of the Assessment apportioned against such lots and parcels of land, respectively; and
b) there is substantial evidence to support, and the weight of the evidence preponderates in favor of, said finding and determination as to special benefit to property within the Assessment District from the Improvements to be financed with assessment proceeds.

**SECTION 7.** That the Bonde Ranch Landscape Maintenance District 2026-2 is hereby formed, and assessments consistent with the Engineer's Report are hereby levied, pursuant to the provisions of Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) ("the Act") and Article XIII-D of the California Constitution.

**SECTION 8.** The assessment for fiscal year 2026-2027 shall be levied at the rate of SIX HUNDRED THIRTY-THREE DOLLARS AND THREE CENTS ($633.03) for Zone A (100% of SFE), and TWO HUNDRED SEVENTY-EIGHT DOLLARS AND FIFTY-THREE CENTS ($278.53) for Zone B (44% of SFE) per single-family equivalent (SFE) benefit unit, with estimated total annual assessment revenues as set forth in the Engineer's Report.

**SECTION 9.** The authorized maximum assessment to be levied in future fiscal years shall be increased annually based on the San Francisco Bay Area Consumer Price Index (CPI), with a maximum of 3% without a further vote or balloting process. In the event that the actual assessment rate for any given year is not increased by an amount equal to the CPI change, any such deferred assessment increase may be added to the total amount assessed in any subsequent year. In such event, the maximum authorized assessment amount shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years.

**SECTION 10.** Immediately upon adoption of this resolution, but no later than August 10 following its adoption, the City Clerk shall file a certified copy of this resolution with the County Auditor-Controller. Upon such filing, the County Auditor-Controller shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the Assessment.

**SECTION 11.** The assessments shall be collected at the same time and in the same manner as County property taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection, the net amount of assessments, after deduction of County collection costs, shall be paid to the City of Pleasanton.

**SECTION 12.** The monies representing assessments collected shall be deposited in a separate fund established under the distinctive designation of the Assessment District. Funds collected shall be expended only for the special benefit of parcels within the Assessment District.

**SECTION 13.** The Assessment, as it applies to any parcel, may be corrected, cancelled, or refunded as appropriate by order of the City Council upon a determination from the Assessment Engineer that the Assessment should be revised to be consistent with the method of assessment

established in the Engineer's Report. Any such corrections, cancellations, or refunds shall be limited to the current fiscal year.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Pleasanton at a regular meeting held on July 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 July 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

Fiscal Year 2026-27

# ENGINEER'S REPORT

## City of Pleasanton

Bonde Ranch

Landscape and Lighting Maintenance

Assessment District 2026-2

June 2026

Pursuant to the Landscape and Lighting Act of 1972 and Article XIIID of the California Constitution

**Engineer of Work:**

SCI Consulting Group
Public Finance Consulting Services

4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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# City of Pleasanton

## Mayor

Jack Balch

## City Council

Matt Gaidos, District 4, Vice Mayor

Jeff Nibert, District 1, Member

Craig Eicher, District 2, Member

Julie Testa, District 3, Member

## City of Pleasanton Staff

Siew-Chin Yeong, Director of Public Works

Michael Stella, City Engineer

Matt Gruber, Landscape Architect

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# Introduction

## Overview

Landscape Maintenance District No. 1993-2, Bonde Ranch ("1993-2 Bonde Ranch LMD") was established by the City of Pleasanton ("City") in 1993 as a condition of approval for the Bonde Ranch residential development (Tracts 6483 and 6518). The 1993-2 Bonde Ranch LMD was formed pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code, Sections 22500 et seq., the "Act") to fund the ongoing maintenance of landscaping and trees, open space areas, fuel transition zones (fire breaks), entry features, fencing, irrigation systems, drainage systems, and street lighting within the subdivision.

The original assessment was established in 1993, prior to the passage of Proposition 218. The assessment was set at $386.18 per parcel per year in Fiscal Year 1997-98 (Resolution No. 97-83), following Proposition 218's effective date. Beginning in Fiscal Year 2000-01, the assessment was reduced to $252.91 per parcel, where it remained through Fiscal Year 2024-25. With no inflation escalator, assessment revenues have not kept pace with the rising costs of maintenance, water, utilities, and capital replacement. The resulting funding shortfall has produced a measurable decline in the condition of the landscape and infrastructure. In FY 2025-26, the City restored the assessment rate to $386.18 per parcel per year, however the rate is insufficient to fund the full scope of maintenance and capital improvements needed in the district.

The City Council has directed that a new assessment be proposed and voted on by property owners within the District in accordance with Proposition 218 (Article XIIID of the California Constitution). The intent is to replace the existing District 1993-2 with a new Bonde Ranch Landscape Maintenance District 2026-2 ("Assessment District" or "District") that includes a cost-of-living adjustment provision to provide adequate and sustainable funding for maintenance and services going forward. If approved by property owner ballot, the existing 1993-2 Bonde Ranch LMD will be replaced by the Assessment District.

This Engineer's Report ("Report") was prepared to establish the budget for the improvements and services ("Improvements") that will be funded by the proposed assessments, to determine the general and special benefits received from the Improvements by property within the Assessment District, and to establish the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article"). The boundaries of the Assessment District are the same as the boundaries of the existing District No. 1993-2 and include all parcels within the Bonde Ranch subdivision as shown on the Assessment Diagram incorporated in this Report.

## Community Outreach

The City of Pleasanton engaged SCI Consulting Group in 2019 to begin the analysis necessary to pursue Proposition 218 compliant assessment increase for the Bonde Ranch LMD. That process was suspended in 2020 due to the COVID-19 pandemic.

In early 2022, City staff resumed the process of potentially increasing assessments for the District through a Proposition 218 compliant assessment ballot preceding. A neighborhood outreach meeting was held in February 2022. Property owners who attended or communicated with staff by phone or email expressed strong opposition to increasing the assessment. Staff placed the pursuit of a sustainable assessment on hold at that time.

Prior to initiating Proposition 218 proceedings, the City of Pleasanton conducted an extensive community outreach process to inform property owners of the District's financial condition, solicit input on proposed maintenance levels, and explain the Proposition 218 ballot process. Prior to each community meeting, the City mailed and emailed informational flyers to all district property owners summarizing the meeting date, location, and topics to be covered.

On November 20, 2025, the City held its first informational community meeting virtually. City staff and SCI Consulting Group presented information about the District's formation and history, the current state of the landscape and infrastructure, the funding shortfall resulting from decades of unchanged assessments, and the Proposition 218 process required to increase the assessment. Property owners were invited to submit written feedback to the City. Property owners were invited to submit written feedback to the City and notified that the City would be holding another meeting in response to the input received and to present more detailed cost information.

The second neighborhood meeting was held on February 18, 2026, at St. Augustine Church Hall. That meeting presented three maintenance level options for community input and introduced a property owner survey to help the City determine which option to bring forward as the ballot measure.

The informal survey was distributed via mail to all district property owners and email for all property owners that had provided the City with their email addresses. The survey sought input on preferred maintenance levels, priorities for improvements, and attitudes toward the proposed assessment.

The survey closed on March 16, 2026. Of the 36 unique survey responses received, 65.6% of respondents, weighted by proposed assessment, indicated cumulative support for the Reduced Maintenance level. Survey results are directional and are not statistically representative of all property owners in the District.

On March 17, 2026, the City Council adopted resolutions initiating proceedings for the formation of the Bonde Ranch Landscape Maintenance District 2026-2 and designated SCI Consulting Group as Engineer of Work for the proposed district.

The third and final neighborhood meeting was held on April 6, 2026, at the Pleasanton Senior Center. That meeting presented the survey results, the proposed ballot option, a detailed explanation of the Proposition 218 weighted ballot process, and the next steps in the proceedings. The meeting was open to in-person and virtual attendance.

Throughout the outreach process, the City maintained a dedicated informational website for the District available to property owners at all times. The website includes recordings of all three community meetings, slide decks, meeting Q&A summaries, frequently asked questions, formation documents, and budget information. The website has been updated following each community meeting to reflect the most current information available.

## Assessment Process

This Engineer’s Report establishes the budget for the maintenance and services to be undertaken by the Assessment District that will be funded by the proposed Fiscal Year 2026-27 assessments and also determines the benefits received from the maintenance and services by property within the Assessment District as well as the method of assessment apportionment to lots and parcels. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the “Article”).

Following the submittal of this Report to the City of Pleasanton City Council ("Council") for preliminary approval, the Council may, by Resolution, call for an assessment ballot proceeding and Public Hearing on the establishment of the Bonde Ranch Landscape Maintenance District 2026-2.

If the Council approves such Resolution and calls for the mailing of notices and ballots, a notice of assessment and assessment ballot will be mailed to property owners at least 45 days prior to the date of the Public Hearing set by the Council. Such notice would include a description of the assessments as well as an explanation of the method of voting on the assessments. Each notice would include a ballot on which the property owner could mark his or her approval or disapproval of the assessments and a ballot return envelope.

After the ballots are mailed to property owners, a minimum 45-day time period must be provided for the return of the assessment ballots. Following this 45-day time period, a public hearing must be held for the purpose of allowing public testimony regarding the proposed assessments and services. At this hearing, the public would have the opportunity to provide input on this issue and would have a final opportunity to submit ballots. After the conclusion of the public input portion of the hearing, the hearing may be continued to a later time to allow time for the tabulation of ballots.

With the passage of Proposition 218 on November 6, 1996, The Right to Vote on Taxes Act, now Article XIIIC and XIIID of the California Constitution, the proposed assessments can be levied for Fiscal Year 2026-27 and future years, only if the ballots submitted in favor of the assessments are greater than the ballots submitted in opposition to the assessments. Each ballot is weighted by the amount of proposed assessment for the property that it represents.

If it is determined, when the tabulation results are announced, that the assessment ballots submitted in opposition to the proposed assessments do not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots are submitted) the Council may take action, by resolution, to approve the levy of the assessments for Fiscal Year 2026-27 and future fiscal years. If the assessments are confirmed and approved, the levies, as outlined in this Engineer's Report, will be submitted to the Alameda County Auditor for inclusion on the property tax rolls for Fiscal Year 2026-27. If the assessment ballots submitted in opposition to the proposed assessments do exceed assessment ballots submitted in favor of the assessments, the assessment rates will be consistent with the previous year's assessment rates as indicated in a separate Engineer's Report to be submitted at a future date.

## Legislative Analysis

### Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996 and is now Article XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes several important requirements, including a property owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

### Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431

In July of 2008, the California Supreme Court issued its ruling on the Silicon *Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("*SVTA*"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit.
- The services and/or improvements funded by assessments must be clearly defined.
- Special benefits are directly received by and provide a direct advantage to property in the assessment district.

### Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708

In *Dahms v. Downtown Pomona Property* ("*Dahms*") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

### **Bonander v. Town of Tiburon** (2009) 180 Cal. App. 4th 103

*Bonander* v. *Town of Tiburon* ("*Bonander"*), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

### **Beutz v. County of Riverside** (2010) 184 Cal. App. 4th 1516

*Steven Beutz v. County of Riverside* ("*Beutz*") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

### **Golden Hill Neighborhood Association v. City of San Diego** (2011) 199 Cal. App. 4th 416

On September 22, 2011, the 4th District Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego ("Greater Golden Hill")* appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified, and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

### **Compliance with Current Law**

This Engineer's Report is consistent with the requirements of Article XIIIC and XIIID of the California Constitution and with the *SVTA* decision because the assessments are for special, not general, benefit; the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the Assessment District; and the improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Dahms* because, similar to the Downtown Pomona assessment validated in *Dahms*, the services will be directly provided to property in the Assessment District. Moreover, while *Dahms* could be used as the basis for a finding of 0% general benefits, this Engineer's Report establishes a more conservative measure of general benefits.

This Engineer's Report is consistent with *Beutz, Dahms,* and *Greater Golden Hill* because the improvements will directly benefit property in the Assessment District, and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the improvements and proportional special benefit to each property.

# Plans and Specifications

The City of Pleasanton maintains landscaping and other improvements in locations within the Assessment District's boundaries. The work and improvements to be undertaken by the Bonde Ranch Landscape Maintenance District 2026-2, and the cost thereof paid from the levy of the annual Assessment, provide special benefit to parcels within the Assessment District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972 (the "Act"), the work and improvements are generally described as designated landscaping and trees, open space areas, fuel transition zones (fire breaks), entry features, fencing, irrigation systems, street lighting and drainage systems within Tracts 6483 and 6518 in the City of Pleasanton. The Assessment Diagram shows the location and extent of the Improvements to be installed, maintained, or serviced by the proceeds from this Assessment District.

Installation, maintenance, and servicing of Improvements may include, but are not limited to, landscaping, ground cover, shrubs and trees, irrigation systems, fencing, entry monuments, open space drainage ditches, fuel transition zones (fire breaks), and labor, materials, supplies, utilities, and equipment, as applicable, at each of the locations owned, operated, or maintained by the Assessment District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways, and drainage facilities.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including repair, removal, or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; and the clearing and management of vegetation within fuel transition zones for fire risk reduction purposes.

"Servicing" means the furnishing of water for the irrigation of any landscaping or the maintenance of any other improvements.

"Incidental expenses" include all of the following: (a) the costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets and Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets and Highways Code § 22526).

All assessment proceeds will be used exclusively for the Improvements described herein and incidental expenses within the Assessment District.

Landscape plans and specifications for the Improvements to this Assessment District are those prepared by Samson Associates, dated July 1992. These plans and specifications have been filed with the City Clerk and are incorporated in this Report by reference.

Note on District Boundary: The Assessment District boundary reflects the area established at the formation of the original Bonde Ranch LMD in 1993. The property directly behind the Ventana Hills neighborhood was excluded from the Bonde Ranch assessment area at formation in 2017 and is incorporated into the Bonde Ranch Open Space. That exclusion is carried forward into this Assessment District.

# Estimate of Cost and Budget

The Landscaping and Lighting Act of 1972 provides that the total costs for providing the maintenance and services of the Assessment District, including incidental expenses, can be recovered through the assessment. An estimate of Assessment District costs for Fiscal Year 2026-27 is provided in Table 1 on the following page.

## Table 1 - Fiscal Year 2026-27 Estimate of Cost and Budget

| | Budget |
|---|---|
| Installation, Maintenance & Servicing Costs | |
| Landscaping (maintenance) | |
| Basic maintenance | $6,000.00 |
| Extra Work | |
| tree pruning and removal | $23,323.45 |
| cleaning out v-ditches (3x per year) | $1,500.00 |
| repair backflow preventers/irrigation | $4,400.00 |
| planting | $2,500.00 |
| Water | $1,500.00 |
| Fuel Transition Zones (Firebreak) 287,000 sq.ft. | |
| Weed abatement | $7,972.00 |
| Total for Installation, Maintenance & Servicing | $47,195.45 |
| | |
| Incidental and Administration Costs [1] | |
| City administration fees | $1,800.00 |
| County Collection Costs | $868.67 |
| Annual Engineer's Report | $2,500.00 |
| Total Incidental and Administration Costs | $5,168.67 |
| | |
| Amount to/(from) Reserve Fund [2] | |
| Reserve/Long-Term Replacement Fund for scheduled | |
| Long-term replacement of various district improvements | $0 |
| | $0 |
| City's Contribution for General Benefit[3] | |
| **TOTAL COSTS** | **$52,364.12** |

**BUDGET ALLOCATION TO PROPERTY**

| Number of Parcels/Units | Single Family Equivalent Units (SFE) [4] | Proposed Assessment Rate | Total Assessment [5] |
|---|---|---|---|
| 103 | 82.72 | $633.03 | **$52,364.12** |

## Notes for Estimates of Costs

1. Incidental and administration cost estimates include City staff hours dedicated to the administration of the assessment (including staff time to bid work, monitor contracts and contractors, respond to residents' inquiries, etc.), county charges for inclusion of assessments on property tax bills, and other incidental costs.
2. If approved, the Fund 136 balance (approximately $35,155 as of April 2026) for the 1993 Bonde Ranch LMD will be transferred to the new Bonde Ranch Landscape Maintenance District 2026-2.
3. As determined in the Benefit Findings section, at least 36.94% of the expenditures must be funded from sources other than the assessments to cover any general benefits. Therefore, out of the total cost of $52,364, the City must contribute at least 36.94% from other sources. The City will contribute in-kind, non-monetary contributions conservatively estimated at 60% of the total district cost, which more than covers any general benefits from the expenditures. For additional information, see 'Source of Contributions from Other Funds' on page 23.
4. The rate shown here is for a single-family home or its equivalent. For the definition of the term Single-Family Equivalent (SFE) and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.
5. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the Maintenance District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments. The proposed Assessment District reserve/replacement funds will be held in an interest bearing account until needed for repairs to the irrigation system, landscaping or other District features.

## Method of Apportionment

This section includes an explanation of the special benefits to be derived from the maintenance, operations, and repair activities, the criteria for the expenditure of assessment funds and the methodology used to apportion the total assessments to properties within the Assessment District. The proposed Assessment District area consists of all Assessor Parcels included within the Bonde Ranch LMD 1993 boundary.

Pursuant to Proposition 218, the method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the proposed Assessment District, or to the public at large. Special benefit is calculated for each parcel in the District using the following process:

1.) Identification of all benefit factors derived from the Improvements.

2.) Calculation of the proportion of these benefits that are general.

3.) Determination of the relative special benefit within different areas (zones of benefit) of the Assessment District.

4.) Determination of the relative special benefit per property type.

5.) Calculation of the specific assessment for each individual parcel based upon special vs. general benefit, zones, property type and other supporting attributes.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the improvements.

The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

## Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefits to residential and other lots and parcels resulting from the installation, maintenance, and servicing of landscaping, fuel transition zones, open space areas, irrigation systems, fencing, entry features, and drainage systems funded by the Assessment. These types of special benefits are summarized as follows:

1. Proximity to improved landscaped areas, open space, and other permanent public improvements within the Assessment District
2. Access to improved landscaped areas within the Assessment District
3. Improved views within the Assessment District
4. Reduction of the wildland fire risk by the maintenance of fuel transition zones and fire breaks within or immediately adjacent to a Moderate Fire Hazard Severity Zone
5. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.

In this case, the *SVTA* decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access

- Views

The *SVTA* decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The *SVTA* decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

> *"The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values)."*

Proximity, improved access, and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

Moreover, the *Dahms* decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by *Dahms* included streetscape maintenance and security services.

## Benefit Factors

The special benefits from the improvements are further detailed below:

### Proximity to improved landscaped areas within the Assessment District

Only the specific properties within close proximity to the improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the improvements and the landscaping areas in the Assessment District would be degraded due to insufficient funding for maintenance, upkeep, and repair. Therefore, the assessments provide improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

### Access to improved outdoor and landscaped areas within the Assessment District

Since the parcels in the Assessment District are the primary parcels that enjoy close access to the improvements, they directly benefit from the unique close access to improved landscaping areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

### Improved views within the Assessment District

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

### Wildland Fire Risk Reduction

The Bonde Ranch Landscape Maintenance District was formed in large part to protect the subdivision from wildland fire risk. The district's fuel transition zones (fire breaks) and open space slopes were required as conditions of approval for the development and have served as the primary buffer between the residential properties and the surrounding wildland interface since the district's formation in 1993.

In 2025, the California Department of Forestry and Fire Protection ("CAL FIRE") updated its fire hazard severity zone map, and the eastern portion of the Assessment District is now designated within a Moderate Fire Hazard Severity Zone. The maintenance of fuel transition zones and open space slopes within the Assessment District directly reduces the risk of wildland fire ignition and spread to properties within the Assessment District. This fire risk reduction is a direct, tangible benefit that is particular and distinct to property within the Assessment District, as properties outside the District boundaries do not receive the same proximate protection from the District's fire management activities.

The degree of fire risk reduction benefit varies materially by proximity to the maintained fuel transition zones. Zone A parcels are directly adjacent to the LMD landscape maintenance areas and fuel transition zones and receive the full fire risk reduction benefit. These parcels sit within or immediately proximate to the Moderate Fire Hazard Severity Zone designation and are the properties most directly protected by the District's fuel management activities.

Zone B parcels are located across Bernal Avenue and at substantially greater distance from the maintained fuel transition zones. While Zone B parcels remain within the Assessment District boundary and receive some indirect benefit from the District's fire management activities, the direct protective effect of the fuel transition zones diminishes significantly with distance. The CAL FIRE hazard mapping confirms that Zone B parcels lie at the periphery of or outside the Moderate Fire Hazard Severity Zone, further reflecting their reduced exposure and the correspondingly reduced protective benefit conferred by the District's fuel management program. On a scale of 1 to 10, Zone B parcels receive a fire risk reduction benefit score of 2, compared to a score of 10 for Zone A parcels, reflecting this material difference in proximate protection.

### Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created

The residential parcels within the Assessment District were created through a subdivision and development process that required the installation of landscaping, open space improvements, fuel transition zones, and other public improvements as conditions of approval. These Improvements were not optional enhancements but mandatory prerequisites for the subdivision to be approved and the individual lots to be created. The proposed Assessments provide the necessary funding for the continued maintenance of these Improvements, which support the ongoing safety and habitability of those parcels.

As parcels are sold, new owners are informed of the Assessment through title reports and Department of Real Estate disclosure reports indicating that the parcels are subject to assessment. Purchase of property within the Assessment District constitutes notice of the Assessment obligation.

In the absence of the proposed Assessments, the continued maintenance and servicing of the Improvements associated with the residential lots within the Assessment District would not be adequately funded. These parcels, and the Improvements that were constructed to serve them, receive a direct advantage and special benefit from the Assessments.

### Summary of Relative Weight of Benefit Factors

The relative weight assigned to each benefit factor reflects the primacy of wildland fire risk reduction to the safety and habitability of properties within the Assessment District. The fuel transition zones and open space slopes maintained by the District were required as conditions of subdivision approval and serve as the primary buffer between the residential properties and the surrounding wildland interface. Wildland fire risk reduction is accordingly assigned a weight of 70% of the total benefit.

Views, decorative landscaping, and access are assigned a combined weight of 20%, reflecting the direct and ongoing advantage of proximity to and views of the maintained open space and landscaped areas enjoyed by all parcels within the Assessment District.

The Creation of Individual Lots is assigned a weight of 10%. While this benefit is real and legally recognized, it is foundational rather than ongoing. The lots were created once under conditions of approval that required these Improvements, and the Assessment now funds the continued maintenance that supports their habitability. The relative benefit levels used in this Report are shown in Table 2 below.

**Table 2 - Relative Benefit Levels**

| Creation of Lots | Views/Decorative Landscaping/Access | Wildland Fire Risk Reduction |
|---|---|---|
| 10% | 20% | 70% |

## General versus Special Benefit

Article XIIID, Section 4(a) of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

Article XIIID never defines the term "general benefit." The definition of special benefit in Section 2(i) includes the statement that general enhancement of property value does not constitute a special benefit. A general benefit may be described as an "indirect, derivative advantage" resulting from the improvements.

In other words:

| ***Total Benefit*** | **=** | ***General Benefit*** | **+** | ***Special Benefit*** |
|---|---|---|---|---|

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. *SVTA* provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

A formula to estimate the general benefit is listed below:

| | | | | | | |
|---|---|---|---|---|---|---|
| **General Benefit** | **=** | **Benefit to Real Property Outside the Assessment District** | **+** | **Benefit to Real Property Inside the Assessment District that is Indirect and Derivative** | **+** | **Benefit to the Public at Large** |

Special benefit, on the other hand, is defined in the California Constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The *SVTA* decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In this Assessment, properties in the District have close and unique proximity, views, and access to the Improvements that other properties and the public at large do not share. Therefore, the overwhelming proportion of the benefits conferred to property within the District is special, and only minimal benefit is received by property outside the District or the public at large.

## Benefit Finding

### Quantification of General Benefit

The starting point for evaluating general and special benefits is the current baseline level of service. In the absence of the Assessment, no alternative funding source exists for the maintenance of the Improvements within the Assessment District. The baseline level of service without the Assessment is therefore the absence of funded maintenance, and all Improvements funded by the Assessment are over and above that baseline. The general benefits estimated in this section are measured against that baseline.

### Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to some properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since certain properties outside the District enjoy close proximity and access to the improvements cannot be assessed by the District, this is a form of general benefit to other property. There are 44 parcels outside the District that are directly adjacent to areas where pathways and landscaped areas are maintained by the District. The benefits conferred to these properties do not include the Lot Creation benefit factor, therefore the benefit is reduced by 90%. The general benefit to property outside of the District is calculated as follows.

**Table 3 – Benefit to Property Outside the Assessment District**

| Benefit to Property Outside the Assessment District | |
|---|---|
| **Assumptions:** | |
| Parcels outside and adjacent to the District | 44 |
| Parcels in the Maintenance District | 103 |
| **Calculation:** *((44 / (44 + 103)) * Factor applied* | |
| Factor applied | 90% |
| **General Benefit to Property outside the District** | **26.94%** |

### Benefit to Property *Inside* the Assessment Districts that is *Indirect and Derivative*

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special because the other improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other improvements enjoyed by benefiting properties in the District.

Nevertheless, the *SVTA* decision indicates there may be general benefit "conferred on real property located in the district." A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as regional parks, major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. The Assessment boundaries are narrowly drawn to include only the residential parcels within Tracts 6483 and 6518, and there are no regional facilities within the Assessment District. Therefore, the indirect and derivative general benefits to property within the Assessment District are zero.

General Benefit Inside the District (Indirect and Derivative) = 0.0%

### Benefit To The Public At Large

The general benefit to the public at large can be estimated by the proportionate amount of time that the Assessment's improvements are used and enjoyed by individuals who are not residents or property owners in the Assessment District. These improvements do not attract the public at large in the same way as park improvements, and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy outdoor and landscaped area improvements in the same way as they may visit a park.

However, certain outdoor and landscaped areas maintained by the Assessment District may provide some enhancement to views enjoyed by the public as they drive past. Based on surveys and research in which visitors to similar landscape, open space and parks, at various times of the day, evening, and week, were asked to look at a District map and to identify whether they lived or worked within the City, less than 5% of the use of similar landscape, open space, parks or recreation areas is by the public at large. When people outside the Maintenance District use landscape, open space, parks, or recreation areas, they diminish the availability of such facilities for people within the Maintenance District. Therefore, another 5% of general benefits are allocated for people within the Maintenance District. Combining these two elements of general benefit, we find that 10% of the benefits from the Improvements are general benefits to the public at large.

### Summary of General Benefit

Using a sum of these three measures of general benefit, we find that approximately 36.94% of the benefits conferred by the improvements may be general in nature and should be funded by sources other than the assessment.

**Table 4 – Summary of General Benefit**

| General Benefit Component | Percentage |
|---|---|
| Benefit to property outside the Assessment District | 26.94% |
| Indirect and derivative benefit to property inside the District | 0.00% |
| Benefit to the public at large | 10.00% |
| **Total General Benefit** | **36.94%** |

## Source of Contributions from Other Funds

The general benefit of 36.94% must be funded by sources other than the Assessment. The City of Pleasanton satisfies this requirement through the following in-kind, non-monetary contributions to the Assessment District.

The City of Pleasanton owns, maintains, rehabilitates, and replaces the curb and gutter along the border of the Assessment District. This infrastructure serves to support and contain the Improvements and manage irrigation flow. The contribution from the City toward the maintenance, rehabilitation, and replacement of curb and gutter is conservatively estimated at 10%. In other words, if the Assessment District were required to construct and maintain the local curb and gutter, the budget would increase by at least 10%.

The City of Pleasanton owns and maintains a storm drainage system along the border of the Assessment District. This system serves to prevent flooding and manage urban runoff from the Improvements. The contribution from the City toward the maintenance, rehabilitation, and replacement of the local storm drainage system is conservatively estimated at 10%.

The City of Pleasanton owns and maintains local public streets throughout the Assessment District. These streets provide access to the Improvements for their enjoyment and efficient maintenance. The contribution from the City toward the maintenance, rehabilitation, and replacement of local public streets is conservatively estimated at 10%.

The City of Pleasanton owns and maintains the open space area directly behind the Ventana Hills neighborhood, including eucalyptus trees and associated vegetation, which was excluded from the Bonde Ranch assessment area in 2017 and incorporated into the Bonde Ranch Open Space. Prior to that exclusion, maintenance of this area was the financial responsibility of the District. The City's ongoing maintenance of this open space reduces the annual cost burden on the Assessment District and provides a continuing in-kind contribution toward the general benefit requirement. This contribution is conservatively estimated at 5%.

The City of Pleasanton maintains street lighting within the Assessment District. Street lighting was included as a District obligation in the original 1993 formation documents and the City has absorbed this obligation The contribution from the City toward the maintenance, rehabilitation, and replacement of street lights is conservatively estimated at 5%.

The value of the initial Improvements constructed by the Developer can be quantified and monetized as an annuity to be amortized. Since the initial Improvements were performed and paid for by non-assessment funds, this annuity is conservatively estimated to contribute 20% toward the general benefit requirement.

In addition to the infrastructure contributions described above, the City of Pleasanton provides ongoing staff support for the administration of the Assessment District that is not reimbursed through the assessment and is not included in the percentage estimates above. The City's Landscape Architect dedicates time throughout the year to the preparation of bid documents, contractor selection and monitoring, property owner inquiries, site inspections, coordination with other City departments, and general district administration. The City administration fee collected through the assessment is $1,800 per year. The value of the City Landscape Architect's time dedicated to the Assessment District exceeds this amount, meaning the City absorbs the difference as a further in-kind contribution toward the general benefit requirement. This unreimbursed staff time represents an ongoing financial contribution by the City to the Assessment District that is separate from and in addition to the infrastructure contributions described above, and further demonstrates that the City's total contributions to the District more than satisfy the general benefit requirement.

In total, the City of Pleasanton's in-kind contributions represent 60% of the total district cost, which more than satisfies the 36.94% general benefit requirement.

**Table 5 – City In-Kind General Benefit Contributions**

| City In-Kind Contribution | Percentage |
|---|---|
| Curb and gutter maintenance, rehabilitation, and replacement | 10.0% |
| Storm drainage system maintenance, rehabilitation, and replacement | 10.0% |
| Local public streets maintenance, rehabilitation, and replacement | 10.0% |
| Maintenance, rehabilitation, and replacement of property directly behind Ventana Hills neighborhood | 10.0% |
| Amortized value of initial Improvements constructed by Developer | 20.0% |
| **Total City In-Kind Contributions** | **60.0%** |

## Zones of Benefit

Bonde Ranch Landscape Maintenance District 2026-2 was formed to provide a funding source for the maintenance and services of landscaping improvements within the boundaries of the Assessment District. The boundaries of the Assessment District have been narrowly drawn to include only properties that will specially benefit from the maintenance and services and would receive a declining level of service if the Assessments were not approved.

The SVTA decision indicates:

> *In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not "particular and distinct" and are not "over and above" the benefits received by other properties "located in the district."*
>
> *We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefiting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).*

The Engineer determined that, based on proximity to the Improvements and the nature of the benefits received, the Assessment District shall consist of two zones of benefit: Zone A and Zone B.

Zone A includes all residential parcels that are directly adjacent to and immediately proximate to the LMD landscape maintenance areas and fuel transition zones. These parcels receive the full set of special benefits from all categories of Improvements, including direct proximity and access to landscaped areas, improved views, the maximum degree of wildland fire risk reduction, and lot creation.

Zone B includes residential parcels located across Bernal Avenue and at greater distance from the LMD maintenance areas. While Zone B parcels receive the lot creation benefit and some proximity, views, and landscaping benefit, they receive a substantially reduced wildland fire risk reduction benefit due to their greater distance from the maintained fuel transition zones. The CAL FIRE hazard mapping confirms that most Zone B parcels lie outside the Moderate Fire Hazard Severity Zone, with only a small number of parcels at the northeastern edge of Zone B falling within the designated zone. Even for those parcels, the direct protective effect of the District's fuel management activities is materially reduced at that distance compared to Zone A.

The relative benefit scores for each zone, weighted by the benefit factors established in this Report, are shown in Table 6 below.

**Table 6 - Relative Benefit Levels by Zone**

| Zone | Creation of Lots | Views/Decorative Landscaping/Access | Wildland Fire Risk Reduction | Weighted Score | Normalized Score |
|---|---|---|---|---|---|
| **Relative Weight** | **10%** | **20%** | **70%** | | |
| Zone A Score (1-10) | 10 | 10 | 10 | 10 | 100% |
| Zone B Score (1-10) | 10 | 10 | 2 | 4.4 | 44% |

## Method of Assessment

The assessments are apportioned to properties within the Assessment District in proportion to the relative special benefit each property receives from the Improvements. As established in the Zones of Benefit section, the Assessment District consists of two zones reflecting materially different levels of special benefit. Zone A parcels receive a normalized benefit score of 100% and Zone B parcels receive a normalized benefit score of 44%, based on the weighted benefit factor analysis in Table 6. This zone differential is the primary basis for the difference in assessment rates between Zone A and Zone B.

Within each zone, assessments are further apportioned on the basis of Single-Family Equivalents (SFE). The SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing a fair and appropriate basis for apportionment. For the purposes of this Engineer's Report, all properties are designated an SFE value representing each property's relative benefit in relation to a single-family home on one parcel. The benchmark property is the single-family detached dwelling, which equals one Single-Family Equivalent or one SFE.

The special benefits conferred by the Assessments are benefits to property and are not based on a specific property owner's use of the Improvements, occupancy of the property, or demographic status. The method of apportionment is further described below.

## Residential Properties

In the Assessment District, there is only one type of residential property present: the single-family home. Other types of residential property, such as multifamily, apartments and condominiums, are not present. Furthermore, the property in the Assessment District is fully developed, has been stable since its original development in the late 1990s, and is zoned such that a change in that dominate land use is not expected in the future. As a result, there is no need for a detailed analysis of population densities to determine relative benefit for other types of residential properties. Each single-family residential property is assigned one SFE.

## Other Properties

Article XIIID stipulates that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

The City of Pleasanton owns a parcel with a very large water tank and associated critical infrastructure used to supply water for domestic use and fire protection. This critical infrastructure receives significant special benefit from District services supporting reduced wildland fire risk and potential damage and is assigned 2 SFEs.

Miscellaneous, public right-of-way parcels, , limited access open space parcels, watershed parcels and common area parcels typically do not generate employees, residents, customers, or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

**Table 7 - Assessment Rate Determination by Estimate of Costs**

| Zone | No. Parcels | SFE Factor | Total SFEs | Annual Assessment Rate | Total Assessment |
|---|---|---|---|---|---|
| Zone A SFR | 64 | 1.00 | 64.00 | $633.03 | $40,514 |
| Zone A Water Tank | 1 | 2.00 | 2.00 | $633.03 | $1,266 |
| Zone B SFR | 38 | 0.44 | 16.72 | $278.53 | $10,584 |
| **TOTAL** | **103** | | **82.72** | | **$52,364** |

## Consumer Price Index Adjustments

The maximum assessment rate within the Assessment District may be increased by an amount equal to the annual change in the San Francisco Bay Area Consumer Price Index ("CPI"), not to exceed 3%. In the event that the actual assessment rate for any given year is not increased by an amount equal to the CPI change, any such deferred assessment increase may be added to the total amount assessed in any subsequent year. In such event, the maximum authorized assessment amount shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years.

## Government Code § 53759.1 and 53759.2

AB 2257, effective January 1, 2025, is codified at Government Code Sections 53759.1 and 53759.2 and establishes an exhaustion of administrative remedies framework applicable to Proposition 218 property-related fees and assessments.

Government Code Section 53759.1 authorizes public agencies to implement an exhaustion of administrative remedies requirement in connection with a proposed Proposition 218 property-related fee or assessment. Where a local agency complies with the requirements of that section, property owners are required to submit a written objection during the ratemaking process by a specified deadline, no less than 45 days after mailing of the Proposition 218 notice, and are prohibited from challenging the fee or assessment in litigation if they did not submit a timely written objection. The agency is required to prepare written responses to timely submitted objections and present them to the governing body, which must make certain specified determinations prior to the close of the Proposition 218 protest hearing. This process runs concurrently with the Proposition 218 timeline and does not affect a property owner's right to submit a protest pursuant to Proposition 218.

Government Code Section 53759.2 specifies the scope of judicial review of the administrative record of the underlying ratemaking proceeding where the local agency complied with Section 53759.1 in adopting the fee or assessment being challenged.

The City of Pleasanton has implemented the requirements of Government Code Section 53759.1 through Ordinance No. 2292, codified at Pleasanton Municipal Code Section 1.04.120. The City intends to comply fully with Government Code Section 53759.1 with respect to the proposed Assessment. Property owners will be informed of the deadline and process to submit a written objection, and all other dates and requirements related to the City's compliance with this provision, in the ballot notice mailed pursuant to Proposition 218.

# Assessment Statement

The City Council of the City of Pleasanton, County of Alameda, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution (collectively "the Act"), directed the formation of the Bonde Ranch Landscape Maintenance District 2026-2, which replaces the Bonde Ranch Landscape Maintenance District 1993-2;

The Council directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the maintenance and services upon all assessable parcels within the Assessment District;

The undersigned, by virtue of the power vested in me under the Act and the order of the City Council of the City of Pleasanton, hereby makes the following assessment to cover the portion of the estimated cost of the maintenance and services, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for said Improvements and the expenses incidental thereto, to be paid by the Bonde Ranch Landscape Maintenance District 2026-2 for Fiscal Year 2026-27 is generally as follows:

**Table 8 – Summary of Combined Cost Estimate**

| Budget Item | Budgeted Cost |
|---|---|
| Installation, Maintenance & Servicing Costs | $47,195 |
| Incidental and Administration Costs | $5,169 |
| **Total Budget** | **$52,364** |

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Bonde Ranch Landscape Maintenance District 2026-2. The distinctive number of each parcel or lot of land in the Assessment is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion the net amount of the cost and expenses of the improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the City of Pleasanton, Bonde Ranch Landscape Maintenance District 2026-2, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is made upon the parcels or lots of land within the Bonde Ranch Landscape Maintenance District 2026-2 in proportion to the special benefits to be received by the parcels or lots of land, from the improvements.

The assessment is subject to an annual adjustment tied to the Consumer Price Index for the San Francisco Bay Area as of December of each succeeding year (the CPI). In the event that the actual assessment rate for any given year is not increased by an amount equal to the CPI change, any such deferred assessment increase may be added to the total amount assessed in any subsequent year. In such event, the maximum authorized assessment amount shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Alameda for Fiscal Year 2026-27. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for Fiscal Year 2026-27 for each parcel or lot of land within the Bonde Ranch Landscape Maintenance District 2026-2.

Dated: May 13, 2026



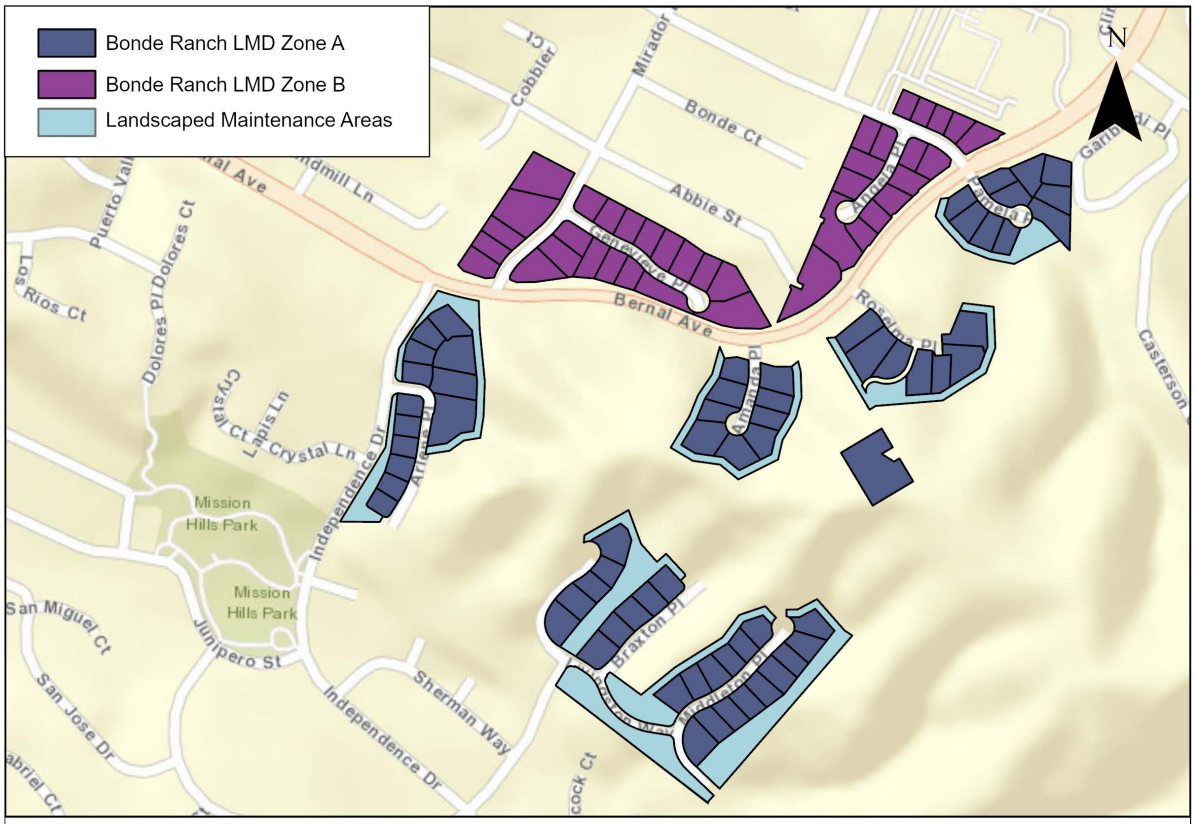

Engineer of Work

By _____

John W. Bliss, License No. C052091

# Assessment Diagram

The boundaries of the Bonde Ranch Landscape Maintenance District 2026-2 in the City of Pleasanton, Alameda County, California, are displayed on the following Assessment Diagram.




FILED IN THE OFFICE OF THE CITY CLERK OF
THE CITY OF PLEASANTON,
COUNTY OF ALAMEDA,
CALIFORNIA, THIS _____ DAY OF _____, 202__.

_____
CITY CLERK

RECORDED IN THE OFFICE OF CITY CLERK OF
THE CITY OF PLEASANTON,
COUNTY OF ALAMEDA, CALIFORNIA
THIS _____ DAY OF _____, 202__.

_____
CITY CLERK

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE CITY COUNCIL OF THE CITY OF PLEASANTON COUNTY OF ALAMEDA ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 202__ FOR THE FISCAL YEAR 20__-__ AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR-CONTROLLER OF THE COUNTY OF ALAMEDA ON THE _____ DAY OF _____, 202__. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

_____
CITY CLERK

FILED THIS _____ DAY OF _____, 202__ AT THE HOUR OF _____ O'CLOCK __.M. IN THE OFFICE OF THE COUNTY TAX COLLECTOR OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AT THE REQUEST OF THE CITY COUNCIL OF THE CITY OF PLEASANTON.

_____
COUNTY TAX COLLECTOR, COUNTY OF ALAMEDA

SCI Consulting Group
4745 Mangels Blvd
Fairfield, CA 94534
707-430-4300

## City of Pleasanton
## Bonde Ranch Landscape Maintenance District
## Assessment Diagram

# Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Bonde Ranch Landscape Maintenance District 2026-2 and the amount of the assessment) has been filed with the City Clerk and is, by reference, made part of this report and will be available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

**CITY OF PLEASANTON**
**BONDE RANCH LANDSCAPE MAINTENANCE DISTRICT NO 2026-2**
**2026-27 PROPOSED ASSESSMENT ROLL**

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 1 | 948-0019-39 | $622.27 | $10.76 | $633.03 |
| 2 | 948-0019-40 | $622.27 | $10.76 | $633.03 |
| 3 | 948-0018-04 | $622.27 | $10.76 | $633.03 |
| 4 | 948-0018-05 | $622.27 | $10.76 | $633.03 |
| 5 | 948-0018-06 | $622.27 | $10.76 | $633.03 |
| 6 | 948-0018-08 | $622.27 | $10.76 | $633.03 |
| 7 | 948-0018-09 | $622.27 | $10.76 | $633.03 |
| 8 | 948-0018-10-1 | $622.27 | $10.76 | $633.03 |
| 9C | 948-0018-11-2 | $622.27 | $10.76 | $633.03 |
| 11 | 946-2542-79 | $273.79 | $4.74 | $278.53 |
| 12 | 946-2542-80 | $273.79 | $4.74 | $278.53 |
| 13 | 946-2542-81 | $273.79 | $4.74 | $278.53 |
| 14 | 946-2542-82 | $273.79 | $4.74 | $278.53 |
| 15 | 946-2542-83 | $273.79 | $4.74 | $278.53 |
| 16 | 946-2542-84 | $273.79 | $4.74 | $278.53 |
| 17 | 946-2542-85-3 | $273.79 | $4.74 | $278.53 |
| 18C | 946-2542-86-5 | $273.79 | $4.74 | $278.53 |
| 19 | 946-2542-87-3 | $273.79 | $4.74 | $278.53 |
| 20 | 946-2542-88-2 | $273.79 | $4.74 | $278.53 |
| 21 | 946-2542-89-3 | $273.79 | $4.74 | $278.53 |
| 22 | 946-2542-90 | $273.79 | $4.74 | $278.53 |
| 23 | 946-2550-38 | $273.79 | $4.74 | $278.53 |
| 24 | 946-2550-39 | $273.79 | $4.74 | $278.53 |
| 25 | 946-2550-40 | $273.79 | $4.74 | $278.53 |
| 26 | 946-2550-41 | $273.79 | $4.74 | $278.53 |
| 27 | 946-2550-42 | $273.79 | $4.74 | $278.53 |
| 28 | 946-2542-69 | $273.79 | $4.74 | $278.53 |
| 29 | 946-2542-68 | $273.79 | $4.74 | $278.53 |
| 30 | 946-2542-67 | $273.79 | $4.74 | $278.53 |
| 31 | 946-2542-66 | $273.79 | $4.74 | $278.53 |
| 32 | 946-2542-65 | $273.79 | $4.74 | $278.53 |
| 33 | 946-2542-64 | $273.79 | $4.74 | $278.53 |
| 34 | 946-2542-63 | $273.79 | $4.74 | $278.53 |
| 35 | 946-2542-62 | $273.79 | $4.74 | $278.53 |
| 36 | 946-2542-61 | $273.79 | $4.74 | $278.53 |
| 37 | 946-2542-60 | $273.79 | $4.74 | $278.53 |
| 38C | 946-2542-59 | $273.79 | $4.74 | $278.53 |

**CITY OF PLEASANTON**
**BONDE RANCH LANDSCAPE MAINTENANCE DISTRICT NO 2026-2**
**2026-27 PROPOSED ASSESSMENT ROLL**

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 39 | 946-2542-58 | $273.79 | $4.74 | $278.53 |
| 40 | 946-2542-78 | $273.79 | $4.74 | $278.53 |
| 41 | 946-2542-77 | $273.79 | $4.74 | $278.53 |
| 42 | 946-2542-76 | $273.79 | $4.74 | $278.53 |
| 43 | 946-2542-75 | $273.79 | $4.74 | $278.53 |
| 44 | 946-2542-74 | $273.79 | $4.74 | $278.53 |
| 45 | 946-2542-73 | $273.79 | $4.74 | $278.53 |
| 46 | 946-2542-72 | $273.79 | $4.74 | $278.53 |
| 47 | 946-2542-71 | $273.79 | $4.74 | $278.53 |
| 48 | 946-2542-70 | $273.79 | $4.74 | $278.53 |
| 49 | 948-0019-03 | $622.27 | $10.76 | $633.03 |
| 50 | 948-0019-04 | $622.27 | $10.76 | $633.03 |
| 51 | 948-0019-05 | $622.27 | $10.76 | $633.03 |
| 52 | 948-0019-06 | $622.27 | $10.76 | $633.03 |
| 53 | 948-0019-07 | $622.27 | $10.76 | $633.03 |
| 54 | 948-0019-08 | $622.27 | $10.76 | $633.03 |
| 55 | 948-0019-09 | $622.27 | $10.76 | $633.03 |
| 56 | 948-0019-10 | $622.27 | $10.76 | $633.03 |
| 57 | 948-0019-11 | $622.27 | $10.76 | $633.03 |
| 58C | 948-0005-29 | $622.27 | $10.76 | $633.03 |
| 59 | 948-0005-30 | $622.27 | $10.76 | $633.03 |
| 60 | 948-0005-31 | $622.27 | $10.76 | $633.03 |
| 61 | 948-0005-32 | $622.27 | $10.76 | $633.03 |
| 62 | 948-0005-33 | $622.27 | $10.76 | $633.03 |
| 63 | 948-0005-34 | $622.27 | $10.76 | $633.03 |
| 64 | 948-0005-35 | $622.27 | $10.76 | $633.03 |
| 65 | 948-0005-36 | $622.27 | $10.76 | $633.03 |
| 66 | 948-0005-37 | $622.27 | $10.76 | $633.03 |
| 67 | 948-0005-38 | $622.27 | $10.76 | $633.03 |
| 68 | 948-0005-39 | $622.27 | $10.76 | $633.03 |
| 69 | 948-0005-40 | $622.27 | $10.76 | $633.03 |
| 70 | 948-0005-41 | $622.27 | $10.76 | $633.03 |
| 71 | 948-0019-14 | $622.27 | $10.76 | $633.03 |
| 72 | 948-0019-15 | $622.27 | $10.76 | $633.03 |
| 73 | 948-0019-16 | $622.27 | $10.76 | $633.03 |
| 74 | 948-0019-17 | $622.27 | $10.76 | $633.03 |
| 75 | 948-0019-18 | $622.27 | $10.76 | $633.03 |
| 76 | 948-0019-19 | $622.27 | $10.76 | $633.03 |

**CITY OF PLEASANTON**
**BONDE RANCH LANDSCAPE MAINTENANCE DISTRICT NO 2026-2**
**2026-27 PROPOSED ASSESSMENT ROLL**

| ASSESSMENT DIAGRAM NO. | ASSESSOR'S PARCEL NUMBER | ASSESSMENT AMOUNT | COLLECTION CHARGE (0.017) | TOTAL |
|---|---|---|---|---|
| 77 | 948-0019-20 | $622.27 | $10.76 | $633.03 |
| 78 | 948-0019-21 | $622.27 | $10.76 | $633.03 |
| 79 | 948-0019-22 | $622.27 | $10.76 | $633.03 |
| 80 | 948-0019-23 | $622.27 | $10.76 | $633.03 |
| 81 | 948-0019-25 | $622.27 | $10.76 | $633.03 |
| 82 | 948-0019-26 | $622.27 | $10.76 | $633.03 |
| 83 | 948-0019-27 | $622.27 | $10.76 | $633.03 |
| 84 | 948-0019-28 | $622.27 | $10.76 | $633.03 |
| 85 | 948-0019-29 | $622.27 | $10.76 | $633.03 |
| 86 | 948-0019-30 | $622.27 | $10.76 | $633.03 |
| 87 | 948-0019-32 | $622.27 | $10.76 | $633.03 |
| 88 | 948-0019-33 | $622.27 | $10.76 | $633.03 |
| 89 | 948-0019-34 | $622.27 | $10.76 | $633.03 |
| 90 | 948-0019-35 | $622.27 | $10.76 | $633.03 |
| 91 | 948-0019-36 | $622.27 | $10.76 | $633.03 |
| 92 | 948-0019-37 | $622.27 | $10.76 | $633.03 |
| 93 | 948-0019-38 | $622.27 | $10.76 | $633.03 |
| M1 | 948-0018-16 | $622.27 | $10.76 | $633.03 |
| M2 | 948-0018-17 | $622.27 | $10.76 | $633.03 |
| M3 | 948-0018-18 | $622.27 | $10.76 | $633.03 |
| M4 | 948-0018-19 | $622.27 | $10.76 | $633.03 |
| M5 | 948-0018-20 | $622.27 | $10.76 | $633.03 |
| M6 | 948-0018-21 | $622.27 | $10.76 | $633.03 |
| M7 | 948-0018-22 | $622.27 | $10.76 | $633.03 |
| M8 | 948-0018-23 | $622.27 | $10.76 | $633.03 |
| M9 | 948-0018-24 | $622.27 | $10.76 | $633.03 |
| M10 | 948-0018-25 | $622.27 | $10.76 | $633.03 |
| CITY | 948-0014-1-39 | $1,266.06 | | $1,266.06 |
| 103 | **TOTAL ASSESSMENTS:** | **$51,495.45** | **$868.67** | **$52,364.12** |

# Proposition 218 Assessment Ballot Proceedings

Ponderosa-Del Prado LMD 2026-1 and Bonde Ranch LMD 2026-2
Public Hearing | July 21, 2026

THE CITY OF PLEASANTON

1

## Recommendation

1. Conduct the public hearing on the proposed assessments for Ponderosa-Del Prado LMD 2026-1 and Bonde Ranch LMD 2026-2.
2. Following close of public testimony, direct the City Clerk to tabulate ballots returned for each proposed district.
3. If no majority protest exists, adopt the resolution approving the Engineer's Report, confirming the diagram and assessment, and ordering the FY 2026/27 levy for Ponderosa-Del Prado LMD 2026-1 for FY 2026/27.
4. If no majority protest exists, adopt the resolution for Bonde Ranch LMD 2026-2 for FY 2026/27.

Tabulation results for each district will be announced at the public hearing and recorded in the resolutions.

THE CITY OF PLEASANTON

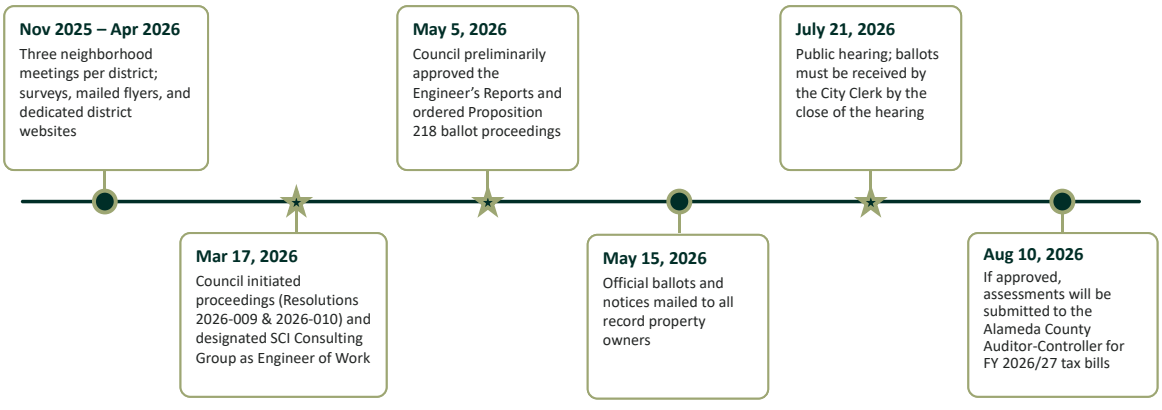
2

# Background

- The City administers five Landscape Maintenance Districts, all formed before Proposition 218 was adopted in 1996.
- Ponderosa-Del Prado LMD and Bonde Ranch LMD were prioritized for a Proposition 218 vote because they face the most significant funding shortfalls.
- Existing assessment structures do not include annual inflationary adjustment factors; consequently, revenues have not kept pace with rising maintenance and water costs.
- Current reserve levels are inadequate for capital repair and replacement.
- If approved through the Article XIIID property owner ballot process, the proposed Ponderosa-Del Prado and Bonde Ranch districts would replace their corresponding existing districts.

3

# Proposition 218 Process Timeline



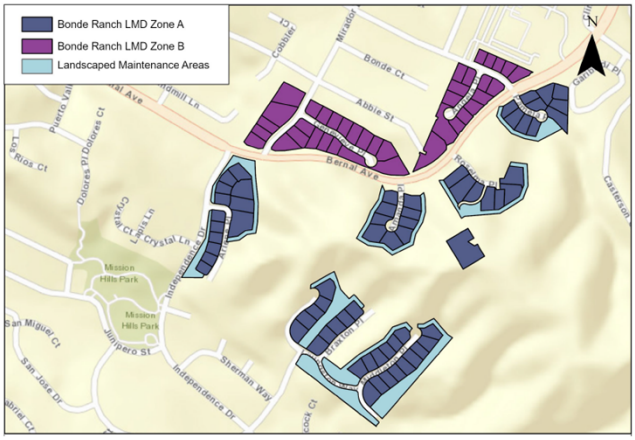

4

# District Maps

Ponderosa-Del Prado LMD 2026-1




Bonde Ranch LMD 2026-2




5

# Ponderosa-Del Prado LMD 2026-1

**344 parcels**
343 single-family residential parcels + Del Prado Park

**$61.10**
current annual assessment per parcel

**$241.44 to $280.55***
proposed annual assessment per parcel

**$84,224**
proposed annual district budget

**Moderate Level**
proposed maintenance level in report

| Zone | Parcels | Annual Rate* | Total Assessment |
|---|---|---|---|
| Base Level | 278 | $241.44 | $67,120 |
| Central - Wall | 24 | $252.55 | $6,061 |
| Adjacent to Trail | 20 | $255.44 | $5,109 |
| Proximate Trail Access | 17 | $266.55 | $4,531 |
| Proximate Trail Access + Adjacent to Trail | 5 | $280.55 | $1,403 |
| **TOTAL** | **344** | | **$84,224** |

*Annual assessment rates include 1.7% collection charge; rates would be subject to annual CPI adjustment capped at 3%.

6

# Bonde Ranch LMD 2026-2

**103 parcels**
102 single-family residential parcels + City-owned water tank parcel

**$396.18**
current annual assessment per parcel

**$278.53 to 633.03***
proposed annual assessment per parcel

**$52,364**
proposed annual district budget

**Reduced Level**
proposed maintenance level in report

| Zone | Parcels | Annual Rate* | Total Assessment |
|---|---|---|---|
| Bonde Ranch LMD Zone A | 64 | $633.03 | $40,514 |
| Bonde Ranch LMD Zone A Water Tank | 1 | $633.03 | $1,266 |
| Bonde Ranch LMD Zone B SFR | 38 | $278.53 | $10,584 |
| **TOTAL** | **103** | | **$52,364** |

*Annual assessment rates include 1.7% collection charge; rates would be subject to annual CPI adjustment capped at 3%.

Zone A parcels are weighted more heavily because they receive greater special benefit from fire protection and landscape maintenance services.

7

# How Ballots Are Tabulated

1. **Receive** — Ballots must reach the City Clerk by the close of the public hearing — postmarks don't count
2. **Tabulate** — After testimony closes, the City Clerk tabulates the returned ballots for each District
3. **Weight** — Each ballot is weighted by the parcel's proportional assessment; only returned ballots count
4. **Compare** — Weigh the returned "No" ballots against the returned "Yes" ballots
5. **Announce** — Results are announced at the hearing and recorded in the resolutions

**Majority Protest**
A majority protest exists when the weighted value of returned "No" ballots exceeds the weighted value of returned "Yes" ballots — and the assessment cannot be imposed.

Returned "No" > Returned "Yes"

*weighted by each parcel's assessment*

8

# Outcome by District after Tabulation

**If No Majority Protest**

- Council may adopt resolutions confirming the Engineer's Reports and ordering the levy for FY 2026/27.
- Ponderosa-Del Prado LMD 1984-1 dissolves and is replaced by LMD 2026-1; Fund 134 balance transfers.
- LMD 1993-2 dissolves and is replaced by LMD 2026-2; Fund 136 balance transfers.
- Proposed assessments take effect upon adoption of the resolutions.

**If a Majority Protest Exists**

- The proposed assessment for that district may not be imposed.
- The corresponding existing district continues to operate under its current assessment structure.

9

# Comments and Questions

10

CITY COUNCIL AGENDA REPORT

July 21, 2026
Community and Economic Development

**TITLE: TAKE THE FOLLOWING ACTIONS ASSOCIATED WITH THE APPROVAL OF THE ARROYO LAGO RESIDENTIAL PROJECT: 1) ADOPT A RESOLUTION TO ADOPT AN ADDENDUM TO AN ENVIRONMENTAL IMPACT REPORT (EIR) (SCH2023050339) IN COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND CEQA GUIDELINES SECTIONS 15162 AND 15164; 2) INTRODUCE AN ORDINANCE TO A) INITIATE THE PROCEEDINGS FOR ANNEXATION (P25-0115) OF TOTALING APPROXIMATELY 30 ACRES FROM UNINCORPORATED ALAMEDA COUNTY TO THE CITY OF PLEASANTON; AND TO APPROVE (B) GENERAL PLAN AMENDMENTS (P25-0116) TO DESIGNATE LAND USES MEDIUM DENSITY RESIDENTIAL; (C) PRE/REZONING (P25-0118) OF SAID PARCELS IN ALAMEDA COUNTY TO PUD–MDR (PLANNED UNIT DEVELOPMENT - MEDIUM DENSITY RESIDENTIAL) DISTRICT; (D) A PLANNED UNIT DEVELOPMENT AND REZONING (PUD-154) TO CONSTRUCT 189 DETACHED SINGLE-FAMILY RESIDENCES WITH 48 DEED-RESTRICTED JUNIOR ACCESSORY DWELLING UNITS, AND INSTALL RELATED ON- AND OFF-SITE IMPROVEMENTS AND INFRASTRUCTURE; AND (E) A VESTING TENTATIVE SUBDIVISION MAP 8423 TO SUBDIVIDE SAID PARCELS TOTALING APPROXIMATELY 30 ACRES INTO SINGLE-FAMILY LOTS, PRIVATE OPEN SPACE AND PRIVATE ACCESS EASEMENTS; AND 3) INTRODUCE AN ORDINANCE APPROVING A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT FOR THE PROJECT**

## SUMMARY

The applicant proposes to annex approximately 30 acres consisting of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2 (the Project Site) into City limits for the construction of a subdivision comprising 189 unit detached, single-family residences and 48 deed-restricted Junior Accessory Dwelling Units (JADUs) along with related site features including a 0.7-acre park area and on- and off-site improvements, commonly referred to as the Arroyo Lago residential development (the Project).

The Project requires an amendment to the General Plan to apply a land use designation to the project site and pre-zone it to allow the proposed medium-density residential use. The Project will be processed as a Planned Unit Development and rezoning application. Funding for the maintenance of public infrastructure associated with the Project, other than that maintained by the Homeowners Association, will be provided through a Community Facilities District (CFD) funded by homeowners' property assessments.

The Planning Commission reviewed the project on June 24, 2026 and unanimously recommended that the City Council adopt the Addendum to the County EIR and approve the Project, initiate annexation proceedings, and approve or adopt General Plan amendments, Pre/Rezoning, the PUD Development Plan, and Vesting Tentative Subdivision Map 8423. The

Commission, on a 3-1 vote (with one absence), conditioned its recommendation to the City Council to approve the Pre-Annexation and Development Agreement (PADA) on an amendment of PADA Section 3.2.h to increase the applicant's contribution to the improvement of El Charro Road from three million dollars ($3,000,000) to its estimated full fair share cost of eight million dollars ($8,000,000).

The Project, along with the California Environmental Quality Act (CEQA) documentation in the form of an addendum to Alameda County EIR (Addendum) previously prepared for the Project when in was proposed in the County, consideration for annexation and Pre-Annexation and Development Agreement, including the form of an Affordable Housing Agreement, are now before the City Council for a decision.

## RECOMMENDATION

1. Adopt a resolution finding the Addendum to an Environmental Impact Report (EIR) (SCH 2023050339) has been prepared in compliance with the CEQA Guidelines Sections 15162 and 15264 and has addressed minor revisions to the proposed annexation of the Project to the City (Attachment 1).

2. Introduce an ordinance making the findings and approving the applications to: (a) Initiate proceedings for annexation (P25-0115) of totaling approximately 30 acres (consisting of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2) from unincorporated Alameda County to the City of Pleasanton; and (b) adopt General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (c) Pre-zone (P25-0118) said site in County to PUD–MDR (Planned Unit Development - Medium Density Residential) Districts; (d) approve Planned Unit Development and rezoning (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted JADUs, and install related on- and off-site improvements and infrastructure; and (e) approve of a Vesting Tentative Tract Map (Tract 8423) to subdivide approximately 30 acres into single-family lots and common open space areas (Attachment 2); and

3. Introduce an ordinance approving the Pre-Annexation and Development Agreement, which is inclusive of the Affordable Housing Agreement (Attachment 3).

## BACKGROUND

The Project site is one of the properties in the East Pleasanton planning area, for which the General Plan contemplates adoption of a Specific Plan to guide future development. The owners have had a long-standing interest in the City annexing the site to allow development within Pleasanton. However, a Specific Plan has not been adopted, and the City Council did not select the Project site for housing in the 6th Cycle Housing Element Update process. While remaining under Alameda County jurisdiction, in August 2022, 330 Land Company (Applicant), on behalf of the landowner, USL Pleasanton LP (USL), filed an SB 330 application with the County for the construction of a community consisting of 194 residential units and 49 Junior Accessory Dwelling Units (JADUs) (hereinafter, the County Project). The County Project included on- and off-site utility facilities for sanitary sewer, water, and stormwater retention and treatment, and did not propose connecting to City of Pleasanton utilities or systems, nor would it be subject to City of Pleasanton standards, policies, impact fees or other requirements.

While the application was under review by County staff, the applicant team continued dialogue with the City to advance a proposal to annex and develop the project in Pleasanton. The County Project was approved by the Alameda County Board of Supervisors, on an appeal, on February 10, 2026, and this entitlement remains valid, although the entitled development is not being actively pursued pending the City's consideration of the proposed annexation and development of the site under the current applications.

**City Council Direction on Annexation and Development**
The City Council held several work sessions in 2024 and 2025 discussing overall developments in the East Pleasanton area, including the Arroyo Lago residential development. City Council comments and direction related to the annexation and development of Arroyo Lago are summarized below:

August 20, 2024 (Initial Study Session) (City Council Agenda Report Link)
The City Council received an update on the Arroyo Lago development proposal and directed staff to continue the discussion with the applicant, further analyze issues and the advantages and disadvantages of annexing the properties, and explore potential project revisions to the Arroyo Lago application to address concerns raised by residents of the adjacent Village at Ironwood and other nearby neighborhoods.

February 18, 2025 (Continued from February 4, 2025) (City Council Agenda Report Link)
The City Council received and reviewed technical studies evaluating fiscal impacts, roadway capacity, and utilities capacity associated with the potential annexation of Arroyo Lago and another site just to the east. Based on the collective conclusion of the studies that annexation into Pleasanton would result in more positive fiscal, environmental, utilities and transportation outcomes than the County Project, the City Council directed staff to accept and process an application for annexation and development of the Arroyo Lago residential project in Pleasanton that would include connections to City utilities. With respect to the impacts to neighboring residences, the City Council conceptually supported proposed revisions to the County project that incorporated larger lots, single-story homes, and increased setbacks for lots adjoining the western property line, with direction for setbacks to be maintained at a minimum of 15 feet. These changes resulted in a reduction in the lot count, as well as adjustments to the street section of Street D to eliminate parking and a landscape strip on one side.

The City Council preliminarily agreed with staff's recommendation to allow other deviations from the City's adopted Objective Design Standards, and beyond increasing the setback as noted, to not require further changes that would result in a significant re-design of the project.

The City Council agenda report included the findings of a traffic study, which confirmed that the through-connection of El Charro Road, optimally to include a connection from Stoneridge Drive to Stanley Boulevard, remained a critical improvement. Construction of El Charro was needed both to address existing traffic and congestion within the City and accommodate future traffic from East Pleasanton development. Although construction of El Charro was costly, particularly the southern leg from Busch Road to Stanley Boulevard, staff concluded that annexation provided the best opportunity to create a long-term funding mechanism for the extension, whether through a cooperative funding arrangement (shared costs) among major property owners, or through creation of a funding structure such as a Community Facilities District (CFD).

The applicant subsequently submitted a formal application, reflective of the revised site plan, on February 25, 2025.

October 21, 2025(CITY COUNCIL REPORT LINK)
Staff presented the proposed key terms of the Pre-Annexation and Development Agreement (PADA) for the Arroyo Lago residential development to the City Council for initial input and direction, with formal approval of the PADA to be part of the future consideration of the project entitlements. The proposed key terms included:

- Duration of the term of the PADA
- Park and Trail Improvements
- Project Maintenance
- Water and Sewer System Improvements
- Off-Site Street Improvements
- Development Impact Fees and Fee Credits
- Point of Sale Designation
- Developer Public Benefit Contribution (financial contribution towards El Charro Road)
- Affordable Housing Proposal

More details on the specific terms of the PADA are provided in the Discussion section below, and the following specific outcomes of the City Council's discussion and direction are highlighted with respect to the public benefit contribution.

With respect to the public benefit contribution, staff and the applicant achieved initial agreement on the proposed key terms except for the amount of a financial contribution towards design and construction of El Charro Road. The City Traffic Engineer estimated Arroyo Lago's share for the El Charro Road at just over $8 million. The applicant was initially willing to contribute $2.25 Million; however, just prior to the meeting, the applicant agreed to increase this amount to $3 Million, as recommended by staff.

Staff noted in the agenda report that the proposed total contribution for transportation improvements, even at $3 million, would be less than Arroyo Lago's "fair share" cost of constructing El Charro. Reducing the contribution would create a larger financial gap for the City and/or other projects to overcome.

The applicant expressed that paying the entire fair share amount would not be financially feasible, and the proposed contribution was fair and reasonable based on the project's total development cost burden if developed in the City. Staff noted that, if developed in the County, no contribution to the El Charro improvements could be required, nor would the project be subject to City impact fees. Further, not annexing the project to Pleasanton would create an impediment to the adjacent East Lakes project developing in the city and run the risk that it, too, would develop in the County, contributing additional traffic with no requirement to mitigate or pay towards the cost of City transportation improvements. Staff recommended the $3 Million contribution as reasonable and appropriate, based on the reduction achieved by allowing payment of the 2024 Impact Fee rates, balanced against the fact that the applicant did not contemplate payment of City impact fees or a public benefit contribution in its County

application/proposal.

The City Council reviewed the agenda report and concurred with the staff recommendation to include a $3 Million contribution for the El Charro Road in the draft PADA.

The October work session also reviewed the applicant's proposal to provide 48 deed-restricted JADUs to satisfy the City's Inclusionary Zoning Ordinance (IZO). Deed-restricted JADUs could be counted toward the City's lower-income Regional Housing Needs Allocation (RHNA). The City Council supported the applicant's proposed means to satisfy the IZO requirements.

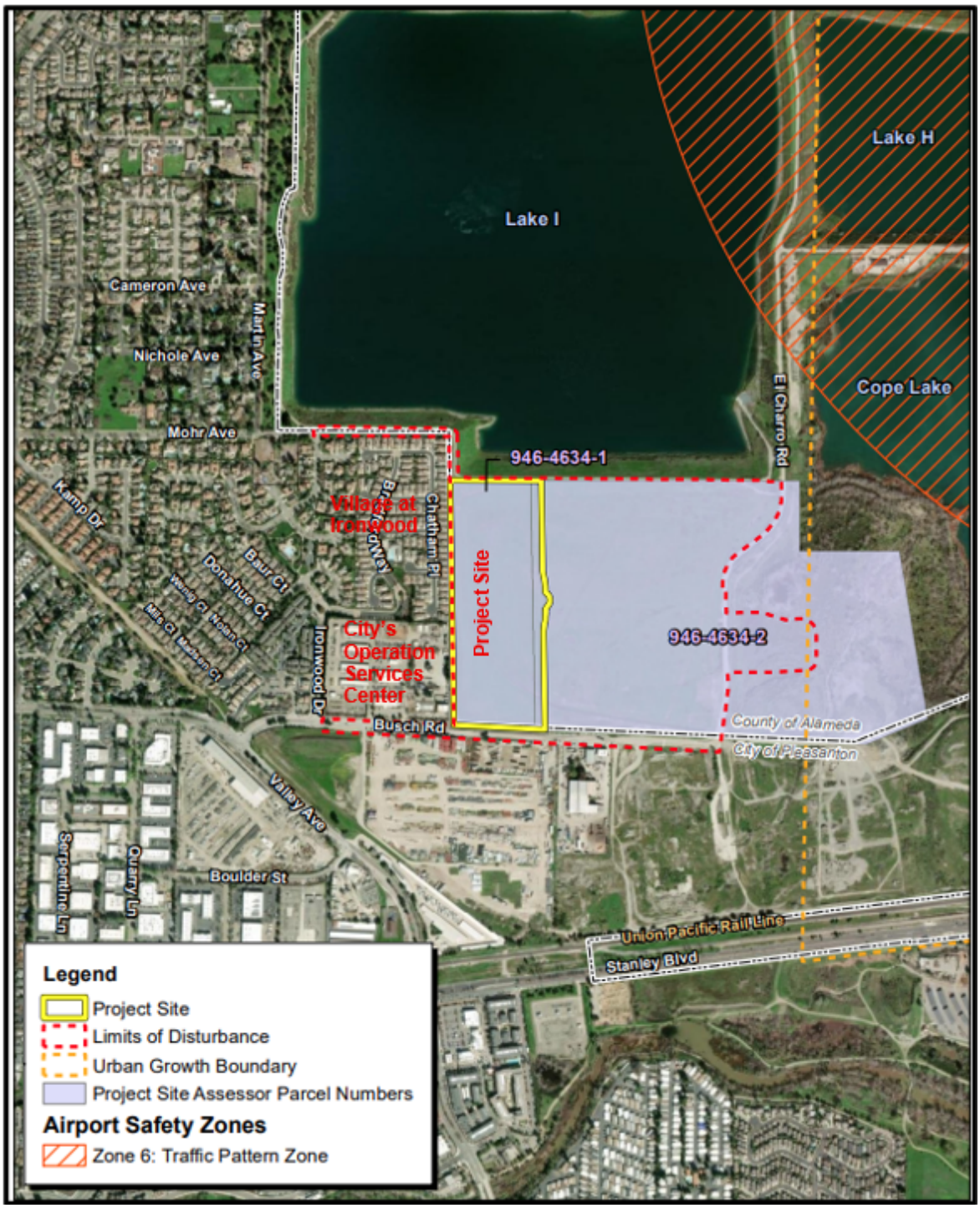
**Annexation and the Local Agency Formation Commission (LAFCo)**
The proposed annexation of the project site requires separate approval by the Alameda County LAFCo, pursuant to the provisions of the Cortese Knox Hertzberg (CKH) Act. City Council action to approve the project would include authorization to submit the necessary application to LAFCo. As part of the annexation process, the City would need to negotiate with Alameda County about how future property tax revenues would be shared and how any portion of the County's RHNA units would be re-allocated to Pleasanton.

**Formation of a Community Facilities District (CFD)**
A Community Facilities District (CFD) is proposed for the Project, with the costs of professional services to support its formation paid by the Project. The CFD is a mechanism that would allow for project residents to contribute to financing for maintenance, in perpetuity, of essential public infrastructure and services associated with the Property. Establishing the CFD would help ensure long-term sustainability and service delivery for the future residents of the Project.

**Site and Area Description**
The Project site is on the north side of Busch Road, immediately east of the Pleasanton city limits, and shares the westerly property line with the City's Operations Services Center and the Village at Ironwood, an age 50+ active living community. Lake I of the Zone 7 Chain of Lakes is located to the north of the Project site; a vacant parcel owned by the same owners is located to the east; and Cope Lake is further northeast. Please see Figure 1.

The Project site itself is relatively flat. An informal access road (gravel/dirt) travels along the western boundary of the Project site. Primary access to the site is from Busch Road. While the Project site is within unincorporated Alameda County, it is also located within the City's Sphere of Influence (SOI), Urban Growth Boundary (UGB), and General Plan Planning Area. Please see the Planning Commission Agenda Report, Attachment 4, for further details of the project site and the surrounding area.

**Figure 1: Aerial of Project Site and Surrounding Area**




**Project Description**
The applicant proposes the following:

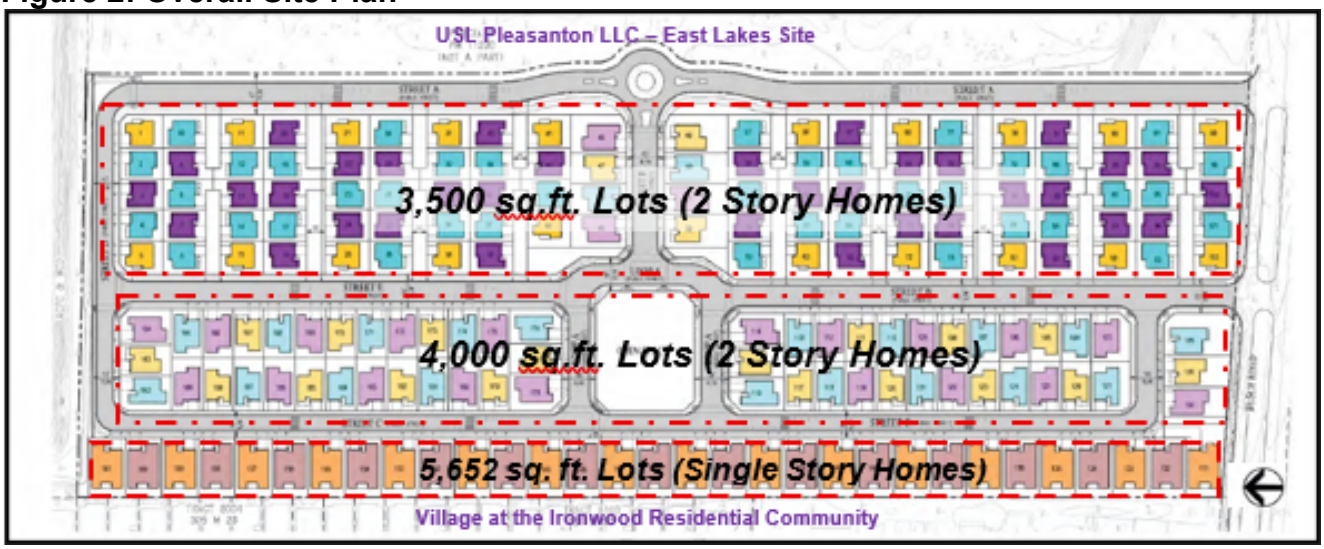
1. Annexation (P25-0115) of approximately 30 acres from unincorporated Alameda County to the City of Pleasanton;
2. General Plan amendments (P25-0116) designating land uses Medium Density Residential;
3. Pre-zoning (P25-0118) of the associated land in Alameda County to PUD–MDR (Planned Unit Development - Medium Density Residential) Districts;

4. Planned Unit Development and rezoning (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted JADUs, and install related on- and off- site improvements and infrastructure;
5. Vesting Tentative Subdivision Map Tract 8423 to subdivide approximately 30 acres into 189 single-family home lots; and
6. Pre-Annexation and Development Agreement with the Affordable Housing Agreement for vesting entitlements and fees.

**Site Design and Development**

The Project includes 189 new detached single-family homes with 48 JADUs, an approximately 0.7-acre private park with public access and related on- and off-site improvements and infrastructure. Please see Figure 2 for the overall site plan.

**Figure 2: Overall Site Plan**




The proposed development standards, including minimum lot area, minimum setbacks, maximum floor area ratio, and maximum building height, are summarized in Table 1.

**Table 1: Proposed Setbacks, Height, FAR**

| Development Standard | 50x70 Lots (approx.) 102 Lots | 50x80 Lots (approx.) 57 lots | 59.5x97 Lots (approx.) 30 Lots |
|---|---|---|---|
| Minimum Lot Size (square feet) | 3,500 | 4,000 | 5,652.5 |
| Minimum Front Setback to Structure (feet) | 10 | 10 | 10 |
| Minimum Front Setback to Garage (feet) | 18 | 18 | 18 |
| Minimum Rear Setback to Living (feet) | 10 | 8 | 15 |
| Minimum Rear Setback to Covered Outdoor Patio (feet) | 5 | 5 | — |
| Minimum Side Setback to Structure (feet) | 5 | 5 | 5 |
| Height | 30 max | 30 max | 22 max |
| House Size | 2,541 to 2,548 sq.ft | 2,991 to 3,398 sq.ft | 2,642-2,660 sq.ft |
| FAR | 72.6 to 72.8 % | 74.8 to 84.95% | 46.74 to 47.06% |
| Maximum Coverage (square feet) | 2,100 | 2,400 | 3,391.5 |

Several architectural styles representing typical California-style homes are proposed: Farmhouse, Craftsman, Modern Ranch, and Prairie designs. A selection of exterior color schemes (three per elevation style) would maintain continuity with the design themes and add variety within the new subdivision.

The Project includes frontage improvements along Busch Road, including the construction of a six-foot-wide sidewalk and curb/gutter along the Project frontage. Internal circulation would be provided by a network of new public streets (Streets A-F and Loop A), private drive aisles, and a Class I trail extension from Street D to Mohr Avenue is designed to facilitate external and internal circulation.

The Project would connect to the City's water and sanitary sewer systems on Mohr Avenue. Stormwater generated by the Project would be conveyed easterly to a proposed off-site bioretention area located adjacent to El Charro Road. Grading is proposed for both on- and off-site improvements. It is estimated that approximately 150,000 cubic yards of fill material would be imported to the project site.

Please refer to the Planning Commission agenda report for a complete description of Project components and amenities.

## PLANNING COMMISSION ACTION

The Planning Commission held a public hearing on June 24, 2026, to review the proposed project and provide recommendations to the City Council. In addition to the applicant, a member of the Zone 7 Board, speaking on her own behalf and not on behalf of the Board as a whole, expressed support for the project and for annexing and connecting it to the City utility system.

While finding most aspects of the overall project's design acceptable, the Commission expressed a desire to have been more involved in providing design direction earlier in the process, acknowledging that the City Council's existing direction limited the Commission's

ability to further modify the project. Some Commissioners expressed disappointment with the uniform and linear design of the lots and setbacks along the westerly property line.

The Commission's discussion was focused on circulation and the project's monetary contribution towards the design and construction of El Charro Road. The majority of the Commission found that the applicant should be required to pay its full fair share of eight million dollars ($8,000,000) toward El Charro Road, rather than the reduced amount of three million dollars ($3,000,000) indicated in the draft PADA. The Commission stated that in prior discussions of development in the East Pleasanton area, the construction of El Charro Road has been an integral part. Projects in the East Pleasanton area, such as East Lakes and Amazon, should also be required to pay their full fair share.

The Commission also heard the applicant's request to include subdivision map design alternatives in the draft PADA if they could not obtain the easement from Zone 7 for off-site improvements, or to abandon its annexation process if the City could not approve an alternative design. The Commission did not accept the applicant's proposed modifications to the PADA, agreeing with staff's position that the Subdivision Map Act provided alternative means for the City to secure the easement.

The Commission voted 4-0 to adopt resolutions recommending the City Council: 1) adopt the CEQA Addendum; 2) approve the initiation of the annexation process, General Plan amendment, Pre/rezone, PUD Development Plan, and Vesting Tentative Subdivision Map.

The Commission voted 3-1 to adopt a resolution to condition its recommendation to the City Council to approve the PADA on the condition that Section 3.2.h be amended to increase the applicant's contribution to the improvement of El Charro Road to its full fair share of eight million dollars ($8,000,000).

## DISCUSSION

### Annexation and Regional Housing Needs Allocation (RHNA)

The project site is located outside of Pleasanton city limits, but within the City's Sphere of Influence (SOI) and Urban Growth Boundary (UGB). As such, annexation of the project site by the City is required prior to development as specified in the current project applications. Annexation of the property would include negotiation of a tax-sharing agreement with the County, and negotiation of the apportionment of RHNA between the City and the County.

### General Plan Land Use and Policy Conformance

Despite its location in unincorporated Alameda County, the project site is within the City's SOI, UGB, and General Plan Planning Area. The project site is within the East Pleasanton Area, where the General Plan designates the entire area with a broad range of potentially allowable land uses, including commercial, residential, public, and open space uses, but provides no formal land use designation for the project site. The General Plan contemplates development of a Specific Plan for the area; since this planning has yet to occur, the specific land use of a site is being evaluated through a site-specific project review.

As proposed, the project is a single-family residential community with a density of 6.3 dwelling units per acre, which falls within the Pleasanton General Plan Medium Density Residential (MDR) density range of 2 to 8 dwelling units/acre. The application proposes a General Plan

amendment to designate this site as MDR.

**Zoning and Use Conformance**
The project site is not currently pre-zoned to a specific zoning district, given that it is outside city limits. Zoning must be consistent with the General Plan land-use designation. With the Project having a proposed General Plan land use designation of MDR, the project site will be pre-zoned to Planned Unit Development and ultimately zoned Planned Unit Development – Medium Density Residential (PUD-MDR) District.

**Inclusionary Zoning Ordinance (IZO) and Affordable Housing**
Pleasanton Municipal Code (PMC) Section 17.44.040(A) provides that for all new single-family residential projects of 10 units or more, at least 15 percent of the project's dwelling units shall be affordable to very low, low-income, and/or moderate-income households, with such units provided on-site. The applicant's proposal would provide 48 deed-restricted JADUs to satisfy the City's IZO. It should be noted that JADUs need not be rented; however, if leased to a third party, tenants in the restricted units must meet qualifying income standards. The Affordable Housing Agreement (AHA) is reflected in the Pre-Annexation and Development Agreement (PADA). As noted, the State permits JADU's to be counted towards the City's annual RHNA, including as lower-income units if a deed restriction applies. The City Council supported the proposed approach for compliance with the IZO during its February 2025 Workshop (see discussion above).

**Climate Action Plan (CAP2.0)**
Staff analyzed consistency with the applicable measures outlined in the City of Pleasanton's CAP. While the proposed Project is consistent with multiple goals and strategies outlined in the CAP; it does not respond to all applicable items. Staff has included a condition of approval requiring the Project to meet all applicable CAP requirements.

**Planning Unit Development (PUD)**
As specified in PMC Chapter 18.68, a PUD development plan allows flexibility in applying Municipal Code standards to achieve an innovative overall plan for project sites and the area. The applicant developed the current site plan, which reflects direction from the City Council at prior workshops, and incorporates staff comments through multiple rounds of staff review.

The Project is substantially similar to the residential development approved in the County, with certain key changes, including modifications to the grading plan facilitated by the ability to connect to City utilities and direct overland storm flows to the City's storm drain system. The project, as proposed in the City, would be an improvement over the County project and would reduce the Project's environmental impacts as reflected in the Addendum. Staff finds that the proposed siting, massing, and lot and unit sizes are appropriate for this site and would result in an attractive development for this area. The buildings would be in keeping with the scale and massing of the surrounding homes, specifically the recently approved Villages at the Quarry residential development across the street. As noted, the single-story home design and proposed grading plan would reduce potential privacy impacts and improve compatibility with the adjacent Village at Ironwood development to the west, as directed by the City Council. Further, the PUD supports the annexation and extension of public services to the site in a logical and orderly manner, by providing flexibility in certain development standards that allow the project to remain feasible to develop. With respect to the Planning Commission's concerns

about the relatively uniform lotting plan and setbacks on the western side of the property, staff notes that this is largely a product of the changes made to address neighbor concerns, with larger footprint single-story homes and the City's stipulated 15 foot minimum setback, and preference to maintain driveway lengths of at least 18 feet, setting some practical limitation on options to vary the front setback of the homes.

The proposed project would generate new vehicular traffic. A Traffic Impact Assessment (TIA) was prepared for the Project that analyzed three new long-term scenarios, including a General Plan buildout condition scenario that includes the (approved) Kiewit and (pending) Arroyo Lago projects and assumes El Charro Road is not extended, and a similar development scenario that assumes El Charro Road would be extended between Stoneridge Drive and Busch Road. The TIA indicates all study intersections are expected to operate acceptably at level of service (LOS) D or better, except for the Santa Rita Road at Valley Avenue intersection, which operates at LOS E during the evening peak hour. Minor signal timing adjustments, such as allocating additional green time to the eastbound left-turn movement, would improve operations at this intersection to LOS D. The TIA confirms that the proposed Project can be accommodated within the City's circulation system with the implementation of the targeted intersections. The City Traffic Engineer reviewed the TIA and concurred with its analysis.

Please refer to the Planning Commission agenda report for detailed details of the traffic impact analysis, including the scenarios described above.

**Pre-Annexation and Development Agreement (PADA)**

The Pre-Annexation and Development Agreement (PADA) between the City and the applicant would establish the terms and conditions under which the Project may proceed. The key provisions of the PADA are in Exhibit A and are summarized as follows:

- Agreement term of 10 years, with no extensions allowed.
- Completion of public improvements, including the private park with public access allowed, trail to Mohr Avenue; Busch Road improvements as described, including completion of a six-foot sidewalk along Busch Road in front of the City Operations Services Center (OSC); and downstream improvements to the City water and sewer system. Certain of these improvements would be eligible for fee credits or third-party reimbursement by other benefitting projects.
- Vesting of Development Impact Fees and City Water and Sewer Connection Fees to the rates in place as of December 2024, subject to any established annual escalator.
- Formation of a CFD to address long-term maintenance of public improvements.
- Improvements to be designed and constructed per City's specifications.
- Point of Sale Designation for certain construction materials and fixtures.
- Developer public benefit contribution towards the design and construction of a future El Charro Road Extension. Note that the Draft PADA included among the attachments to this Agenda Report reflects the Planning Commission's recommendation for an $8.0 M contribution, whereas staff had recommended, and City Council had supported, a lower contribution of $3.0 Million.
- Affordable Housing Agreement, addressing the provision of 48 deed-restricted Junior ADUs.

Based on the above terms, staff concludes that the PADA would provide substantial public benefits, including transportation and infrastructure improvements, and financial contributions toward public facilities. In exchange, the applicant receives certainty regarding applicable development regulations and project timing.

It is noted that securing the proposed easement across Zone 7's property is essential to facilitate the utilities configuration and grading plan reflected in the project plans. The draft PADA assumes this easement will be secured prior to construction of the project. The applicant indicated a preference for the PADA to include a further "backstop" provision recognizing their ability to abandon the City project and annexation efforts should the easement not be granted. The Planning Commission did not support the addition of this language, since it could infer City support in the agreement for the County project that the City has previously opposed on numerous grounds.

Notwithstanding the Planning Commission's recommendation, the decision regarding the amount of the proposed contribution for the El Charro design and construction ultimately lies with the City Council. The basis for staff's prior recommendation, and the applicant's stated position on the level of the contribution are outlined in the background section, above.

**Planned Unit Development Considerations**
PMC Section 18.68.110 sets forth the purposes of the PUD District and considerations to be addressed in reviewing a PUD development plan. These purposes and considerations are set forth in the draft Resolution included as Exhibit B and include whether the plan is in conformance with the City's General Plan; is in the interest of public health, safety, and general welfare; and whether the plan would be compatible with developed properties in the vicinity. As described in Exhibit A and based on the information and analysis provided in this report, the City Council makes the required findings and approves the PUD development plan.

## CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

An Addendum to the Project FEIR (SCH No.2023050339), certified by the Alameda County Board of Supervisors on February 10, 2026, was prepared for the Project to be annexed and developed within the City of Pleasanton in accordance with the CEQA Guidelines.

The Addendum addresses minor revisions to the proposed project associated with the proposed annexation of the project site into the City. The Addendum includes applicable mitigation measures identified and discussed in the County FEIR, as well as related implementation measures to ensure compliance therewith, which would be implemented by the proposed Project.

<u>Significant and Unavoidable Impacts</u>
The County Project's EIR identifies transportation-related vehicle miles traveled (VMT) impacts as significant and unavoidable. The County Project's EIR incorporates several Transportation Demand Management (TDM) measures to reduce VMT impacts. A Statement of Overriding Considerations was used in approving the County Project, finding that the project's benefits outweighed the significant and unavoidable VMT impacts. The Addendum identified similar Project VMT impacts as significant and unavoidable. While mitigation measures would reduce VMT, they would not achieve the level of reduction necessary to meet applicable thresholds, and no additional feasible mitigation measures or alternatives have been identified to further reduce these impacts.

Statement of Overriding Considerations (SOC)

A Statement of Overriding Considerations was used in certifying the County Project EIR. The proposed Project includes minor changes to the County Project and does not create any significant new impacts not already studied in the EIR. The Project itself, however, still results in similar significant and unavoidable impacts (VMT) as identified in the certified EIR. Based on the Addendum and Project's MMRP, the proposed Project has been analyzed in compliance with CEQA.

**SUMMARY AND CONCLUSION**

The proposed development reflected the City Council's direction regarding grading, building height, and rear-yard setback for the homes along the westerly property lines. The overall project is designed to be compatible with the surrounding residential communities, including the recently approved Villages at the Quarry, located across Busch Road, which are currently in rough grading.

The Planning Commission's recommendation to the City Council of an amendment to PADA Section 3.2.h would require the project to pay its full fair share toward the improvement of El Charro Road; however, this recommendation differs from the direction provided by City Council at the October 2025 Study Session to discuss initial PADA terms, and it rests with the City Council to determine the amount of the contribution to be reflected in the adopted PADA.

The formation of a Community Facility District would fund facility maintenance.

Based on the above factors, and notwithstanding resolution of the El Charro contribution, the Planning Commission recommended and found that the annexation, General Plan amendments, rezoning, PUD development plan, Vesting Tentative Subdivision Map, and Pre-Annexation and Development Agreement, would provide an appropriate degree of community and financial benefits to merit a favorable approval by the City Council, subject to the draft conditions included in Attachment 2.

**EQUITY AND SUSTAINABILITY**

The proposed project would increase housing opportunities by providing both new market-rate housing and deed-restricted JADUs and adhering to green building practices.

**OUTREACH**

Notice of this public hearing was sent to property owners and tenants/occupants within 1,000 feet of the site as shown in Exhibit D, and staff-approved Project identification signage has been posted on the site by the applicant.

On the day of the Planning Commission, Kelilah D. Federman of Adams Broadwell Joseph & Cardozo, representing East Bay Residents for Responsible Development (EBRRD) wrote to the Commission and staff to "… ensure that development construction activities support the local economy, support local workers, and support local job creation." It asks that the PADA be modified to include provisions on workforce standards. Please see Attachment 5.

**STRATEGIC PLAN ALIGNMENT**

Approval of this action advances the ONE Pleasanton Strategic Plan goal of Building a

Community Where Everyone Belongs – Strategy 6.b, which aims to implement the Housing Element of additional residential rezoning. The project would add 189 new residential units and 48 deed-restricted JADUs to Pleasanton's housing stock.

**FISCAL IMPACT**

The project developer would be responsible for payment of fees and for the costs (either fully or on a pro rata basis) of required utility or infrastructure improvements, as set forth in the conditions of approval and the draft PADA. Further, a Community Facility District would be established to fund the development's maintenance costs in perpetuity. As was analyzed in the February 2025 Fiscal Impact Analysis, annexation of the project would result in a net fiscal benefit to the City, compared to a similar project if developed in Alameda County, principally due to the increment of new property taxes that would accrue to the City.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
| Jenny Soo, Associate Planner | Ellen Clark, Director of Community and Economic Development | Joe Calabrigo, Interim City Manager |

Attachments:

1. Resolution Adopting CEQA Addendum
2. Ordinance for Approving Various Project Entitlements
3. Ordinance for Adoption of Pre-Annexation and Development Agreement
4. Planning Commission Agenda Report, June 24, 2026
5. Public Comments
6. Location/Notice Map
7. Presentation (DFEC)

**ATTACHMENT 1**

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON ADOPTING THE ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE ARROYO LAGO RESIDENTIAL PROJECT (SCH NO. 2023050339), AS FILED UNDER CASE NO. P25-0115, P25-0116, P25-0118, PUD-154, and TRACT 8423**

**WHEREAS,** on August 26, 2022, 330 Land Company ("Applicant"), on behalf of USL Pleasanton, LP, ("Property Owner"), submitted an application to the County of Alameda ("County") for the construction of a residential project consisting of 194 residential units and 49 junior accessory dwelling units, on and off-site utilities and related improvements ("County Project"); and

**WHEREAS,** per the requirements of the California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000, et seq.) the County caused an Environmental Impact Report ("EIR") (SCH No. 2023050339) to be prepared for the County Project, providing the public and the decision-makers with detailed information about the County Project's environmental effects, ways to minimize the project's significant environmental effects, and reasonable alternatives to the project; and

**WHEREAS,** the EIR identified that most environmental impacts from development of the County Project were less than significant or could be mitigated to less than significant through incorporation of feasible and reasonable mitigation measures; and

**WHEREAS,** the EIR identified impacts from development of the County Project related to greenhouse gas emissions and transportation that were significant and unavoidable, even with the incorporation of feasible and reasonable mitigation measures, requiring the County to adopt Findings of Fact and a Statement of Overriding Considerations; and

**WHEREAS,** in accordance with CEQA Guidelines Section 15126.6, the EIR included a comparative impact assessment of reasonable alternatives to the County Project, including Alternative 2: Annexation into the City of Pleasanton Alternative, which concluded that most environmental impacts from the project would be reduced under this alternative due to access to City of Pleasanton ("City") utilities and a reduced development footprint; and

**WHEREAS,** the EIR determined that due to these reduced environmental impact levels, Alternative 2 was the Environmentally Superior Alternative, and

**WHEREAS,** on February 10, 2026, the County Board of Supervisors adopted Findings of Fact and a Statement of Overriding Considerations, certified the EIR in compliance with all applicable provisions under CEQA; and approved the County Project.

**WHEREAS**, on February 25, 2026, the Applicant, on behalf of the Property Owner, submitted applications to the City for: (1) Annexation (P25-0115) of an approximately 30 acres (the Project Site) from unincorporated Alameda County to the City; (2) General Plan Amendments (P25-0116) to designate land use to Medium Density Residential; (3) Pre-zoning

(P25-0118) said parcels in County to City PUD–MDR (Planned Unit Development - Medium Density Residential) District; (4) a rezoning and Planned Unit Development (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; (5) a Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements (hereinafter "the Project"); and (6) a Pre-Annexation and Development Agreement ("PADA"); and

**WHEREAS,** the Project site is a vacant site located on the north side of Busch Road consisting of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2; and

**WHEREAS,** the Project is subject to the applicable provisions of CEQA; and

**WHEREAS,** Section 15164 of the CEQA Guidelines provides that an addendum to a previously adopted environmental impact report may be prepared if only minor technical changes or additions to the project are necessary or none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent environmental impact report have occurred; and

**WHEREAS,** the City has prepared an Addendum ("Addendum") to the previously certified EIR to address minor revisions to the Project associated with the proposed annexation of the Project site to the City. With the annexation, the City would assume land use jurisdiction over the Project and would rely on the EIR as the primary environmental document, and

**WHEREAS,** the Addendum, labeled Exhibit A, attached hereto and made a part hereof, determined that none of the conditions described in CEQA Guidelines Section 15162 will occur as a result of implementation of the Project; and

**WHEREAS,** the Addendum identified and discussed environmental impacts of the Project, previously analyzed and disclosed in the EIR, that will be reduced to a less than significant level with specified mitigation measures. Approval of the Project by the City Council will therefore require adoption of a Mitigation Monitoring and Reporting Program, which is included in Exhibit B attached hereto and made a part hereof; and

**WHEREAS,** in addition, the Addendum discussed significant and unavoidable environmental impacts of the Project concerning greenhouse gas emissions and transportation that cannot be mitigated to a less than significant level even with the incorporation of feasible and reasonable mitigation measures, previously analyzed and disclosed in the EIR; and

**WHEREAS**, the Addendum reflects the City's independent judgment and analysis on the potential for environmental impacts for the Project; and

**WHEREAS,** the Addendum was posted to the City's website and referenced in the public notice for the June 24, 2026, Planning Commission public hearing; and

DRAFT

**WHEREAS**, at its duly noticed public meeting of June 24, 2026, the Planning Commission considered the Addendum along with the written agenda report, all public testimony, relevant exhibits, and staff recommendations as to the Project; and

**WHEREAS,** prior to making its recommendation to the City Council on the Project, the Planning Commission adopted Resolution PC-2026-15, recommending the City Council adopt the Addendum, finding that the Addendum was prepared in compliance with CEQA Guidelines Section 15162 and 15164, and finding that the Addendum adequately described the Project, its significant environmental impacts, and mitigation measures; and

**WHEREAS,** the Addendum was referenced in the public notice for the July 21, 2026, City Council public hearing; and

**WHEREAS**, at its duly noticed public meeting of July 21, 2026, the City Council considered the Addendum along with the written agenda report, all public testimony, relevant exhibits, and staff recommendations as to the Project.

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

A. The foregoing recitals are true and correct and made a part of this resolution.

B. The Addendum reflects the City's independent judgment and analysis on the potential environmental impacts of the Project, and provides information to the decision-makers and the public on the environmental consequences of approving the Project. Specifically, the City Council does make and adopt the following findings and certifications in compliance with the requirements of CEQA:

    1. The City Council has independently reviewed and considered the Addendum for the Project, along with the County EIR; and
    2. The mitigation measures from the County EIR for the Project remain applicable to the Project, and no new mitigation measures are required; and
    3. The City Council hereby finds and determines that, pursuant to 14 CCR § 15162, there is no substantial evidence in the record to demonstrate that one or more of the following have occurred with regard to the Project:
        a. Substantial changes are proposed in the Project which will require major revisions of the County EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
        b. Substantial changes occur with respect to the circumstances under which the Project is undertaken which will require major revisions of the County EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

c. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the County EIR were adopted, shows any of the following:
    I. The Project will have one or more significant effects not discussed in the County EIR;
    II. Significant effects previously examined will be substantially more severe than shown in the County EIR;
    III. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the applicant declines to adopt the mitigation measure or alternative; or
    IV. Mitigation measures or alternatives which are considerably different from those analyzed in the County EIR would substantially reduce one or more significant effects on the environment, but the applicant declines to adopt the mitigation measure or alternative.

4. The City Council finds that the Project is consistent with the City's General Plan and existing policies, including General Plan Land Use Policy 25 (“Annex urbanized pockets of unincorporated land adjacent to the city limits in areas where landowners are willing to accept City services and development standards”), insomuch as the Project will annex a nearly 30-acre pocket of unincorporated Alameda County adjacent to the city limits into the City and the Applicant is willing to accept City services and development standards; and

5. The City Council does hereby find and certify that the Addendum to the County EIR for the Project has been prepared and completed in compliance with CEQA; and
6. The City Council does hereby certify that the Addendum to the County EIR for the Project reflects the City's independent judgment and analysis; and
7. To the extent required by law, the Findings of Fact and Statement of Overriding Considerations prepared by Alameda County with regard to the EIR remain accurate and are hereby incorporated by reference; and
8. The City Council confirms that no new or additional environmental analysis is required for the Project, as the Addendum to the County EIR for the Project adequately addresses the environmental impacts of the Project, consistent with CEQA and the CEQA Guidelines.

**BE IT FURTHER RESOLVED THAT:** prior to the approval of the Project, the City Council adopts the Addendum as complete, adequate, and in compliance with CEQA and the CEQA Guidelines.

**PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on July 21, 2026, by the following vote:**

Ayes:

DRAFT

Noes:
Absent:
Abstain:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

**Alameda County EIR documents**

County of Alameda Arroyo Lago Residential Project Final EIR (SCH 2026050339) available online at: https://ceqanet.lci.ca.gov/Project/2023050339

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EXHIBIT A

ATTACHMENT 1

FCS
An ADEC Innovation

Arroyo Lago Residential Project

# Addendum to the County of Alameda Environmental Impact Report for the Arroyo Lago Residential Project

***City of Pleasanton, Alameda County, California***
***State Clearinghouse Number 2023050339***

---

**PREPARED FOR:**


## City of Pleasanton

Community and Economic Development Department
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June 3, 2026

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# ACRONYMS AND ABBREVIATIONS

| | |
|---|---|
| µg/m$^3$ | micrograms per cubic meter |
| AAQS | Ambient Air Quality Standards |
| AB | Assembly Bill |
| ABAG | Association of Bay Area Governments |
| ACDEH | Alameda County Department of Environmental Health |
| ACE | Altamont Corridor Express |
| ACFD | Alameda County Fire Department |
| ADU | Accessory Dwelling Unit |
| AFY | acre-feet per year |
| ALUCP | Airport Land Use Compatibility Plan |
| AOC | Areas of Concern |
| APN | Assessor's Parcel Number |
| ARB | California Air Resources Board |
| ATCM | Airborne Toxics Control Measure |
| Ava | Community Energy |
| BART | Bay Area Rapid Transit |
| Bay Area Air District | Bay Area Air Quality Management District |
| BMP | Best Management Practice |
| CalEEMod | California Emissions Estimator Model |
| CAL FIRE | California Department of Forestry and Fire Protection |
| CALGreen | California Green Building Standards Code |
| Cal/OSHA | California Division of Occupational Health and Safety |
| Caltrans | California Department of Transportation |
| Cal Water | California Water Service |
| CAP | Climate Action Plan |
| CBC | California Building Standards Code |
| CCR | California Code of Regulations |
| CDFW | California Department of Fish and Wildlife |
| CEC | California Energy Commission |
| CEQA | California Environmental Quality Act |
| CFD | Community Facilities District |
| CHP | California Highway Patrol |
| CIP | Capital Improvement Program |

| | |
|---|---|
| CNEL | Community Noise Equivalent Level |
| CO | carbon monoxide |
| $CO_2$ | carbon dioxide |
| COA | Condition of Approval |
| CRHR | California Register of Historical Resources |
| dBA | A-weighted decibel |
| DOF | California Department of Finance |
| DPM | diesel particulate matter |
| DPR | California Department of Parks and Recreation |
| DSRSD | Dublin San Ramon Services District |
| DTSC | California Department of Toxic Substances Control |
| du/acre | dwelling units per gross acre |
| EACCS | East Alameda County Conservation Strategy |
| EBRPD | East Bay Regional Parks District |
| ECAP | East County Area Plan |
| EFZ | Alquist-Priolo Earthquake Fault Zone |
| EIR | Environmental Impact Report |
| EOP | Emergency Operations Plan |
| EPA | United States Environmental Protection Agency |
| FCS | FirstCarbon Solutions |
| FEIR | Final Environmental Impact Report |
| FEMA | Federal Emergency Management Agency |
| FHSZ | Fire Hazard Severity Zone |
| FIRM | Flood Insurance Rate Map |
| FMMP | Farmland Mapping and Monitoring Program |
| FTA | Federal Transit Administration |
| GHG | greenhouse gas |
| gpd | gallons per day |
| GSP | Groundwater Sustainability Plan |
| HMBP | Hazardous Materials Business Plan |
| HOA | Homeowner's Association |
| HRA | Health Risk Assessment |
| kBTU | kilo-British Thermal Unit |
| LAFCo | Local Agency Formation Commission |
| LAVTA | Livermore-Amador Valley Transit Authority |
| $L_{dn}$ | day/night average noise level |

| | |
|---|---|
| $L_{eq(8\text{-}hr)}$ | 8-hour equivalent sound level |
| LHMP | Local Hazard Mitigation Plan |
| LID | Low Impact Development |
| LPA | Large Parcel Agriculture |
| LPFD | Livermore-Pleasanton Fire Department |
| LRA | Local Responsibility Area |
| MDR | Medium Density Residential |
| mgd | million gallons per day |
| MLD | Most Likely Descendant |
| MM | Mitigation Measure |
| MMRP | Mitigation Monitoring and Reporting Program |
| mph | miles per hour |
| MRP | Municipal Regional Permit |
| MT $CO_2e$ | metric tons carbon dioxide equivalent |
| MWELO | Model Water Efficient Landscape Ordinance |
| $N_2O$ | nitrous oxide |
| NAHC | Native American Heritage Commission |
| ND | Negative Declaration |
| $NO_2$ | nitrogen dioxide |
| NPDES | National Pollutant Discharge Elimination System |
| NWIC | Northwest Information Center |
| $O_3$ | ozone |
| OEHHA | California Office of Environmental Health Hazard Assessment |
| OSHA | Occupational Safety and Health Administration |
| PADA | Pre-Annexation Development Agreement |
| PAM | Public Access Map |
| PFAS | polyfluoroalkyl substances |
| PG&E | Pacific Gas and Electric Company |
| PGS | Pleasanton Garbage Service |
| Phase I ESA | Phase I Environmental Site Assessment |
| $PM_{10}$ | particulate matter less than 10 micrometers in diameter |
| $PM_{2.5}$ | particulate matter less than 2.5 micrometers in diameter |
| PPV | peak particle velocity |
| PUD | Planned Unit Development |
| PUSD | Pleasanton Unified School District |
| REC | Recognized Environmental Condition |

| | |
|---|---|
| RHNA | Regional Housing Needs Allocation |
| RPS | Renewables Portfolio Standard |
| RWQCB | Regional Water Quality Control Board |
| SB | Senate Bill |
| SCH | State Clearinghouse |
| SFBAAB | San Francisco Bay Area Air Basin |
| SGMA | Sustainable Groundwater Management Act |
| $SO_2$ | sulfur dioxide |
| SOI | Sphere of Influence |
| SR | State Route |
| SRA | State Responsibility Area |
| State Water Board | California State Water Resources Control Board |
| SVP | Society of Vertebrate Paleontology |
| SWMP | Storm Water Management Plan |
| SWPPP | Storm Water Pollution Prevention Plan |
| TAC | toxic air contaminant |
| TCR | Tribal Cultural Resource |
| TDM | Transportation Demand Management |
| UCMP | University of California Museum of Paleontology |
| UGB | Urban Growth Boundary |
| UPRR | Union Pacific Railroad |
| USDOT | United States Department of Transportation |
| USGS | California United States Geological Survey |
| UWMP | Urban Water Management Plan |
| VHFHSZ | Very High Fire Hazard Severity Zone |
| VMT | Vehicle Miles Traveled |
| VOC | volatile organic compound |
| WDR | Waste Discharge Requirement |
| WEAP | Worker Environmental Awareness Program |
| WM | Water Management |
| WSE | Water Supply Evaluation |
| WWTP | Wastewater Treatment Plant |

# 1 - INTRODUCTION

This Addendum, checklist, and attached supporting documents have been prepared to determine whether and to what extent the Arroyo Lago Residential Project Final Environmental Impact Report (State Clearinghouse [SCH] No. 2023050339) (Prior FEIR) prepared for and certified by the County of Alameda (County Project) remains sufficient to address the potential impacts of the proposed Arroyo Lago Residential Project (proposed project) being proposed in the City of Pleasanton (City), which is serving as a responsible agency, or whether additional documentation is required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] § 21000, *et seq*. and California Code of Regulations [CCR], Title 14, Division 6, Chapter 3, §§ 15000–15387).

## 1.1 - Environmental Checklist

Pursuant to Public Resources Code Section 21166, and CEQA Guidelines Sections 15162 and 15164 (a), the attached Addendum has been prepared to evaluate the proposed project. Consistent with the thresholds used by the Lead Agency (Alameda County) in the Prior FEIR and the City's thresholds, the attached Addendum uses the standard environmental checklist categories provided in Appendix G of the CEQA Guidelines but provides answer columns for evaluation consistent with the provisions of CEQA Guidelines Section 15162 (a).

## 1.2 - Environmental Analysis and Conclusions

CEQA Guidelines Section 15164 (a) provides that the Lead Agency or a responsible agency (in this case, the City) shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) or adopted Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR or ND have occurred (CEQA Guidelines § 15164 (a)).

An Addendum need not be circulated for public review but can be included in or attached to the Final EIR or ND (CEQA Guidelines § 15164 (c)). The decision-making body shall consider the Addendum to the Final EIR prior to making a decision on the proposed project (CEQA Guidelines § 15164 (d)). An agency must also include a brief explanation of the decision not to prepare a subsequent EIR or ND pursuant to Section 15162, which must be supported by substantial evidence in the record (CEQA Guidelines § 15164 (e)).

Consequently, once an EIR has been certified or a ND adopted for a project, no subsequent EIR or ND is required under CEQA unless, based on substantial evidence:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; [1]

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the ND was adopted shows any of the following:

A. The project will have one or more significant effects not discussed in the previous EIR or ND;

B. Significant effects previously examined will be substantially more severe than shown in the previous EIR or ND;

C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or ND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative (CEQA Guidelines, Section 15162 (a); see also Public Resources Code, Section 21166).

The Prior FEIR was certified by the County's Planning Commission on January 5, 2026, in compliance with CEQA. Subsequently, the County Project was appealed by the Zone 7 Water Agency; however, the County's Board of Supervisors denied the appeal on February 10, 2026, upholding the County Planning Commission's approval of the County Project and certification of the Prior FEIR.

On February 4, 2025, the Pleasanton City Council discussed the proposed project and directed City staff to process the annexation and development applications for this project.[2] This Addendum has been prepared to address minor revisions to the proposed project associated with the proposed annexation of the project site to the City. With the annexation, the City would assume land use jurisdiction over the proposed project and would rely on the Prior FEIR as the primary environmental document, with the City serving in the role of the Lead Agency. Pursuant to CEQA Guidelines Section 15164, this Addendum evaluates the proposed changes and documents the basis for the conclusion that the proposed changes would not result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts, and further, that no new information of

[1] CEQA Guidelines Section 15382 defines "significant effect on the environment" as " . . . a substantial, or potentially substantial adverse change in any of the physical conditions within the area affected by the project, including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance . . ." (see also PRC § 21068).

[2] City of Pleasanton. 2026. East Pleasanton. Website: https://www.cityofpleasantonca.gov/our-government/community-and-economic-development/east-pleasanton/. Accessed April 20, 2026.

substantial importance has occurred. Therefore, preparation of a subsequent or supplemental EIR is not required.

This Addendum, checklist, and attached documents constitute substantial evidence supporting the conclusion that preparation of a supplemental or subsequent EIR is not required.

### 1.2.1 - Findings

There are no substantial changes to the Prior FEIR that would be triggered by the minor revisions to the County Project that are reflected in the proposed project, nor are there circumstances in which the proposed project would be undertaken that would require major revisions of the Prior FEIR. The proposed revisions do not require preparation of a subsequent or supplemental EIR due to either (1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible, nor has the Prior FEIR proponent declined to adopt any additional mitigation measures or alternatives that would substantially reduce one or more significant effects on the environment. Applicable mitigation measures from the Prior FEIR are identified and discussed in this Addendum as well as related implementation measures to ensure compliance therewith, which would be implemented by the proposed project.

As illustrated herein, the proposed project is consistent with and within the scope of the certified Prior FEIR and would involve only minor changes to the County Project comprehensively studied in the Prior FEIR; therefore, an Addendum is the appropriate CEQA document for the proposed project.

### 1.2.2 - Conclusions

The impacts of the proposed project remain within the impacts previously analyzed in the Prior FEIR (CEQA Guidelines § 15164), and therefore no subsequent or supplemental EIR is required.

## 1.3 - Mitigation Monitoring Program

As required by Public Resources Code Section 21081.6 (a)(1), a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed project in order to monitor the implementation of the mitigation measures that have been adopted for the proposed project. Any long-term monitoring of mitigation measures imposed on the overall development will be implemented through the MMRP.

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# 2 - PROJECT DESCRIPTION

## 2.1 - Location and Setting

### 2.1.1 - Location

#### Regional Location

The City of Pleasanton (City) is located in Alameda County (County) in the eastern San Francisco Bay Area of California. The City is bordered to the north by the City of Dublin, to the east by unincorporated Alameda County and the City of Livermore, to the south by Pleasanton Ridge Regional Park and open space, and to the west by the Diablo Mountain Range (Exhibit 1). The City covers approximately 24 square miles and has historically consisted of a suburban community with a mix of residential neighborhoods and employment centers.

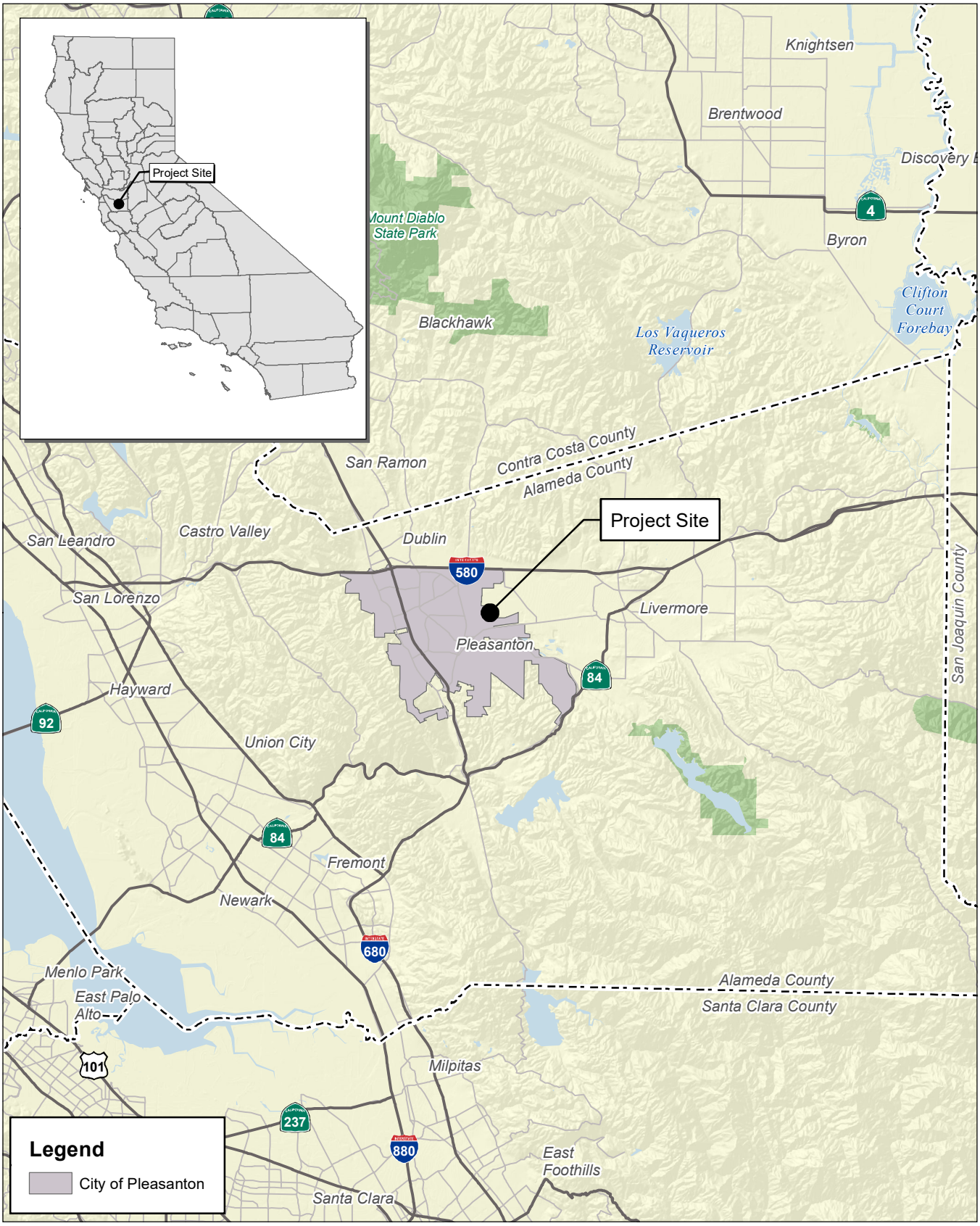
#### Local Setting

The project site consists of approximately 30 acres[3] and is located directly east of the city limits, just north of Busch Road. Lake I of the Zone 7 Chain of Lakes is located to the north of the project site, and Cope Lake is located to the east (Exhibit 2a). The project site does not currently have a street address but can be accessed from Busch Road. While the project site is within unincorporated Alameda County, it is also located within the City's Sphere of Influence (SOI) and Urban Growth Boundary (UGB). Presently, the project site is vacant and graded with no structures or existing development. An informal access road (gravel/dirt) travels along the western boundary of the project site.

The project site consists of two Assessor's Parcel Numbers (APNs): APN 946-4634-1 (the subdivision property itself) and an approximately 3.4-acre portion of APN 946-4634-2, which would support Street A. APN 946-4634-2 would also support proposed off-site utilities infrastructure, including a bioretention area, discharge pump, and detention basin (Exhibit 2b). The project site is located within the *Livermore, California* United States Geological Survey (USGS) 7.5-minute Topographic Quadrangle Map (Latitude 37° 40' 38.28" North; Longitude 121° 51' 22.68" West).

[3] This Addendum does not evaluate an expansion of the proposed project's overall size; rather, it reclassifies the construction of Street A along the project site's eastern boundary as part of the project site, whereas it was previously identified as an off-site improvement in the Prior FEIR.

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Source: Census Data, The California Spatial Information Library (CaSIL).

5 2.5 0 5 Miles

**Exhibit 1**
Regional Location Map

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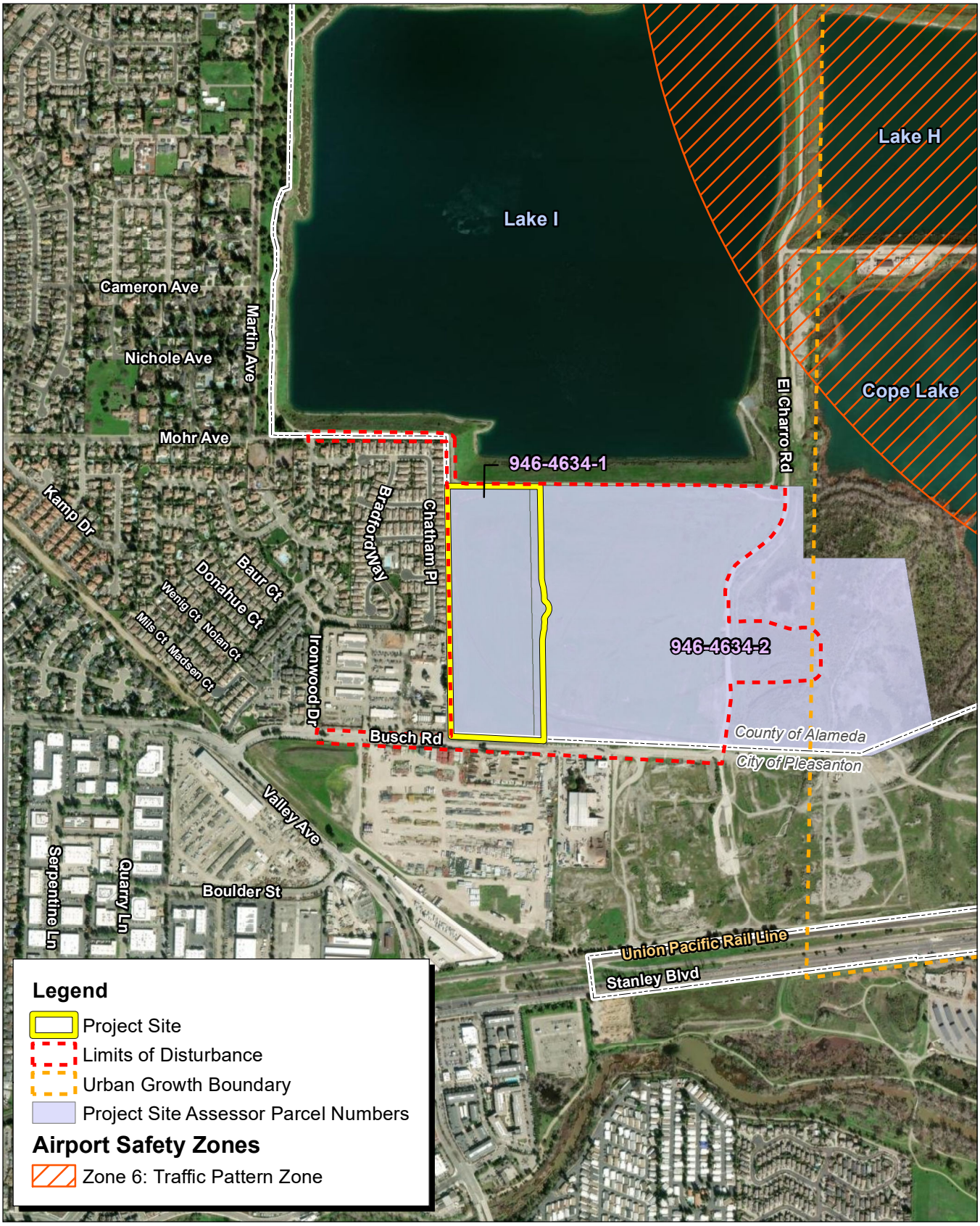



Source: ESRI Aerial Imagery. City of Pleasanton. County of Alameda.

1,000 500 0 1,000 Feet

**Exhibit 2a**
Local Vicinity Map

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Source: ESRI Aerial Imagery. City of Pleasanton. County of Alameda.

1,000 500 0 1,000 Feet

**Exhibit 2b**
Project Assessor's Parcel Numbers

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***Circulation and Transit***

Major roadway networks, including State Route (SR) 84, Interstate 580 (I-580), and I-680, provide regional access to the City and the project site. I-580 is an east–west highway that is the main point of access connecting cities in the western portion of Alameda County to cities in the eastern portion of the County. I-680 is a north–south highway that travels through the western portion of the City. The portion of SR-84 closest to the project site begins at I-580 in the City of Livermore, passing the City along its eastern boundary.

*Bus*

The Livermore-Amador Valley Transit Authority (LAVTA) Tri-Valley Wheels bus service (Wheels) provides fixed route bus service in Dublin, Pleasanton, and Livermore. Wheels operates Routes 10R, 605, and 608 within 0.5 mile of the project site.[4] However, Routes 605 and 608 provide only morning and afternoon school services. The closest bus stops to the project site are located at Martin Avenue and Mohr Avenue, approximately 0.3 mile to the northwest, and Stanley Boulevard and Valley Avenue, approximately 0.45 mile southwest of the project site.[5] Project residents could bike from the project site to these transit stops and board with their bikes.

*Rail*

Bay Area Rapid Transit (BART) is a regional rail transit service that operates within the County and provides connections to Contra Costa, San Francisco, and San Mateo counties. The Dublin/Pleasanton BART Station is approximately 2.60 miles northwest of the project site.

Altamont Corridor Express (ACE) is a regional transit service that operates from Stockton to San José, passing through Tracy, Livermore, Pleasanton, and Fremont. The closest station, Pleasanton Station, is located approximately 2.10 miles southwest of the project site.

## 2.1.2 - Surrounding Land Uses

### West

The northern portion of the project site is adjacent to an existing age-qualified single-family residential neighborhood to the west (the Village at Ironwood), while the southern portion of the project site is adjacent to the Pleasanton Public Works campus, which in addition to offices and maintenance facilities, houses the Livermore-Pleasanton Fire Department Training Tower, and Pleasanton Police Department (Pleasanton PD) shooting range. Further to the west of the Pleasanton Public Works campus is an existing private Montessori preschool for children ages 18 months to 6 years old

[4] Livermore-Amador Valley Transit Authority (LAVTA). 2025. Wheels System Map. Website: https://www.wheelsbus.com/wp-content/uploads/2025/10/System-Map-Brochure-2025-CIRCA-production-MC2-WEB.pdf. Accessed March 10, 2026.

[5] Although certain transit stops are located within approximately 0.5 mile of the project site when measured as a straight-line (“as-the-crow-flies”) distance, the actual pedestrian travel distance exceeds 0.5 mile due to the absence of direct walking routes and the need to follow the existing street and path network.

(located approximately 0.25 mile from the project site) and a single-family residential neighborhood (located approximately 0.25 mile from the project site).

### North

Lake I of the Zone 7 Chain of Lakes is located to the north of the project site. Areas beyond Lake I consist primarily of existing residential uses. Mohr Elementary School and Amaral Park are approximately 0.72 mile to the north, while I-580 is approximately 1.38 miles to the north.

### East

The project site is adjacent to vacant land designated Large Parcel Agriculture (LPA) by the County. This LPA-designated area is also within the existing UGB and the City of Pleasanton's SOI. Approximately 1,700 feet to the east of the project site is El Charro Road, a paved two-lane private road that connects Stoneridge Drive to the north, to the eastern end of Busch Road. Beyond El Charro Road are lands used for mineral extraction operations, located approximately 5,000 feet to the east. North of the mineral extraction operations and approximately 0.6 mile east of the project site is Cope Lake, which is part of the complex of water bodies that includes the Zone 7 Chain of Lakes.

### South

The project site is bounded by Busch Road to the south. South of Busch Road, the project site is adjacent to a vacant site that is the subject of a recently approved, but yet to be constructed, single-family and multi-family residential development, as well as industrial uses, including truck storage and yard facilities and the Pleasanton Garbage Service (PGS) Transfer Station. The existing Union Pacific Railroad (UPRR), which supports ACE)passenger trains, and Stanley Boulevard are located further south, approximately 0.36 mile from the project site.

## 2.1.3 - General Plan and Zoning

### Land Use Designation

The project site falls within the City's East Pleasanton Specific Plan Area although it does not currently have an identified land use designation under the City of Pleasanton General Plan 2005-2025 (General Plan).The current General Plan land use map identifies the following potential uses for the project site: Residential High Density, Other Public and Institutional, General and Limited Industrial, Business Park, Retail/Highway/Service Commercial/Business and Professional Offices, Parks and Recreation, with the exact location and distribution of these uses intended to be determined through a Specific Plan process.

According to the County's East County Area Plan (ECAP), the project site's primary parcel land use designation is Medium Density Residential (MDR).[6] APN 946-4634-2, which is located immediately

[6] County of Alameda. 2026. Unincorporated Alameda County Public Access Map (PAM). Website: https://acpwa.maps.arcgis.com/apps/View/index.html?appid=4a648cb409d744b8a4f645e6e35fe773. Accessed March 10, 2026.

east of the project site and would support the project's off-site utility facilities/infrastructure, is designated as Large Parcel Agriculture (LPA)by the ECAP.

The County MDR designation allows for densities between 4.1 and 8.0 units per acre. Land uses allowed within this designation include single-family detached and attached homes, multiple family residential units, group quarters, public and quasi-public uses, limited agricultural uses, community and neighborhood commercial uses, neighborhood support uses, and similar compatible uses.[7]

The LPA designation allows for agricultural uses, along with the construction of one single-family home per parcel.[8] Existing land use designations for the project site and surrounding parcels are shown in Exhibit 3.

### Zoning

The project site does not currently have City-designated zoning. The project site is zoned Agriculture (A) by Alameda County (Exhibit 3).[9] The County "A" districts are established to promote implementation of general plan land use proposals for agricultural and other nonurban uses, to conserve and protect existing agricultural uses, and to provide space for and encourage such uses in places where more intensive development is not desirable or necessary for the general welfare.[10]

## 2.2 - Project Background

### 2.2.1 - Arroyo Lago Residential Project Environmental Impact Report

The County certified the Arroyo Lago Residential Project Final Environmental Impact Report (SCH No. 2023050339) (Prior FEIR[11]) on January 5, 2026. Subsequently, the County Project was appealed by the Zone 7 Water Agency; however, the County's Board of Supervisors denied the appeal on February 10, 2026, upholding the County Planning Commission's approval of the County Project and certification of the Prior FEIR. The Prior FEIR evaluated development of up to 194 dwelling units with approximately 25 percent of those units (49) being designed with junior Accessory Dwelling Units (junior ADUs), and related on- and off-site infrastructure including an approximately 1-acre Wastewater Treatment Plant (WWTP), an approximately 0.4-acre water storage and booster pump

[7] County of Alameda. 1994. East County Area Plan. May 5.

[8] County of Alameda. 1994. East County Area Plan. May 5.

[9] County of Alameda. 2026. Unincorporated Alameda County Public Access Map (PAM). Website: https://acpwa.maps.arcgis.com/apps/View/index.html?appid=4a648cb409d744b8a4f645e6e35fe773. Accessed March 10, 2026.

[10] County of Alameda. 2026. Alameda County, California, Municipal Code Chapter 17.06. Website: https://library.municode.com/ca/alameda_county/codes/code_of_ordinances?nodeId=TIT17ZO_CH17.06ADI. Accessed March 10, 2026.

[11] The term "Final EIR" refers to the complete environmental review record prepared in accordance with CEQA, which includes the Draft EIR, all written responses to comments received during public review, any errata or revisions, the Findings of Fact, and all other materials that constitute the record of proceedings for the County Project.

facility, an approximately 2.5-acre recycled water storage facility with an approximately 10-to 15-foot depth, approximately 8.5 acres of agricultural irrigation fields, and two bioretention areas (collectively, the County Project).

Prior to project approval, the County Planning Commission and applicant agreed to revise the County Project to reflect a total unit count of up to 190 dwelling units with 48 junior ADUs. Other revisions included repositioning the agricultural irrigation fields to a location west of El Charro Road, and incorporating single-story homes on the western property boundary. None of these minor modifications would result in new or more severe significant impacts as detailed in the Additional Clarifying Information for the Final EIR memorandum prepared by FCS and Kimley-Horn and Associates, Inc., dated December 9, 2025.

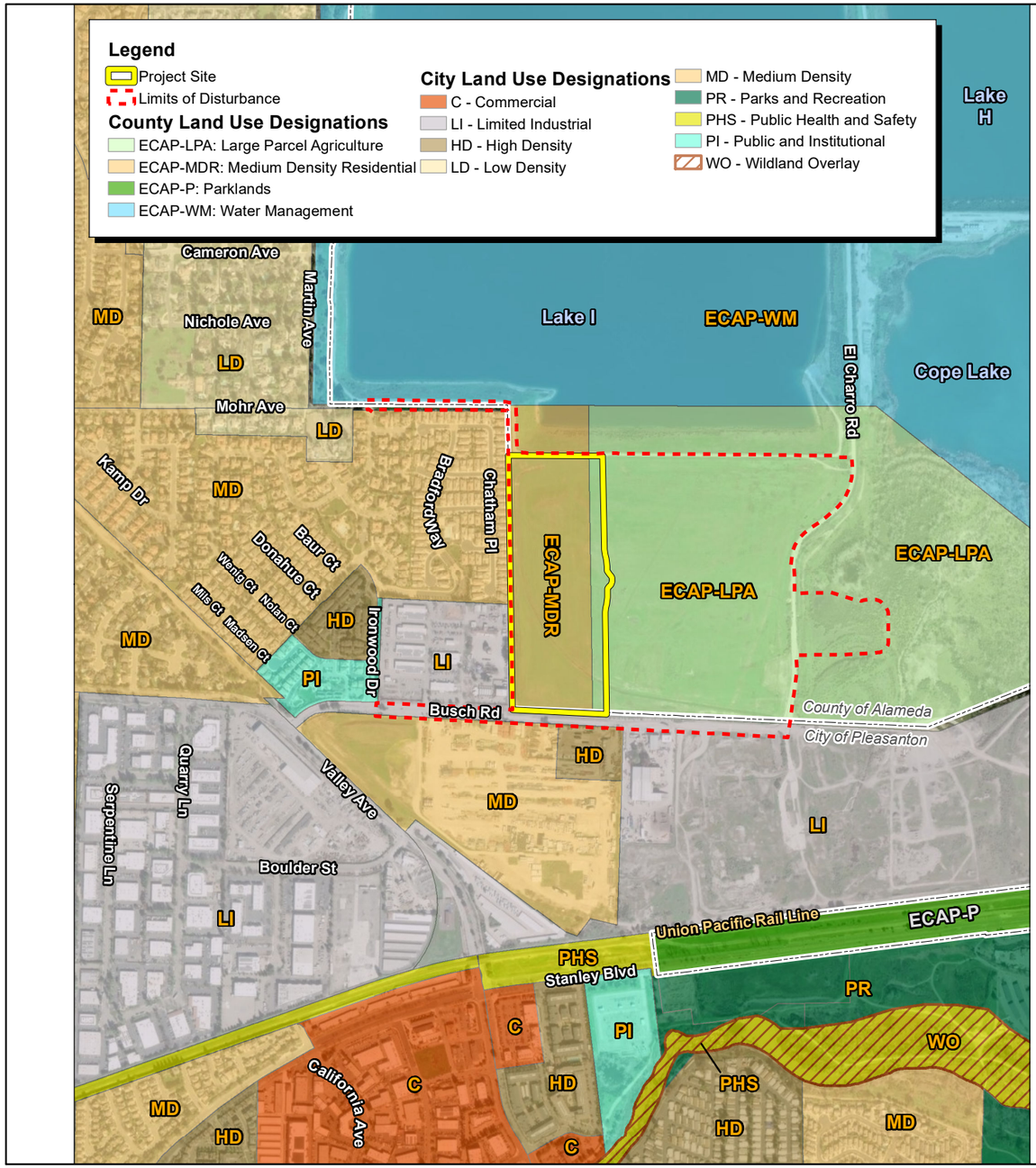
The County Project, as revised, was approved by the County's Planning Commission on January 5, 2026.

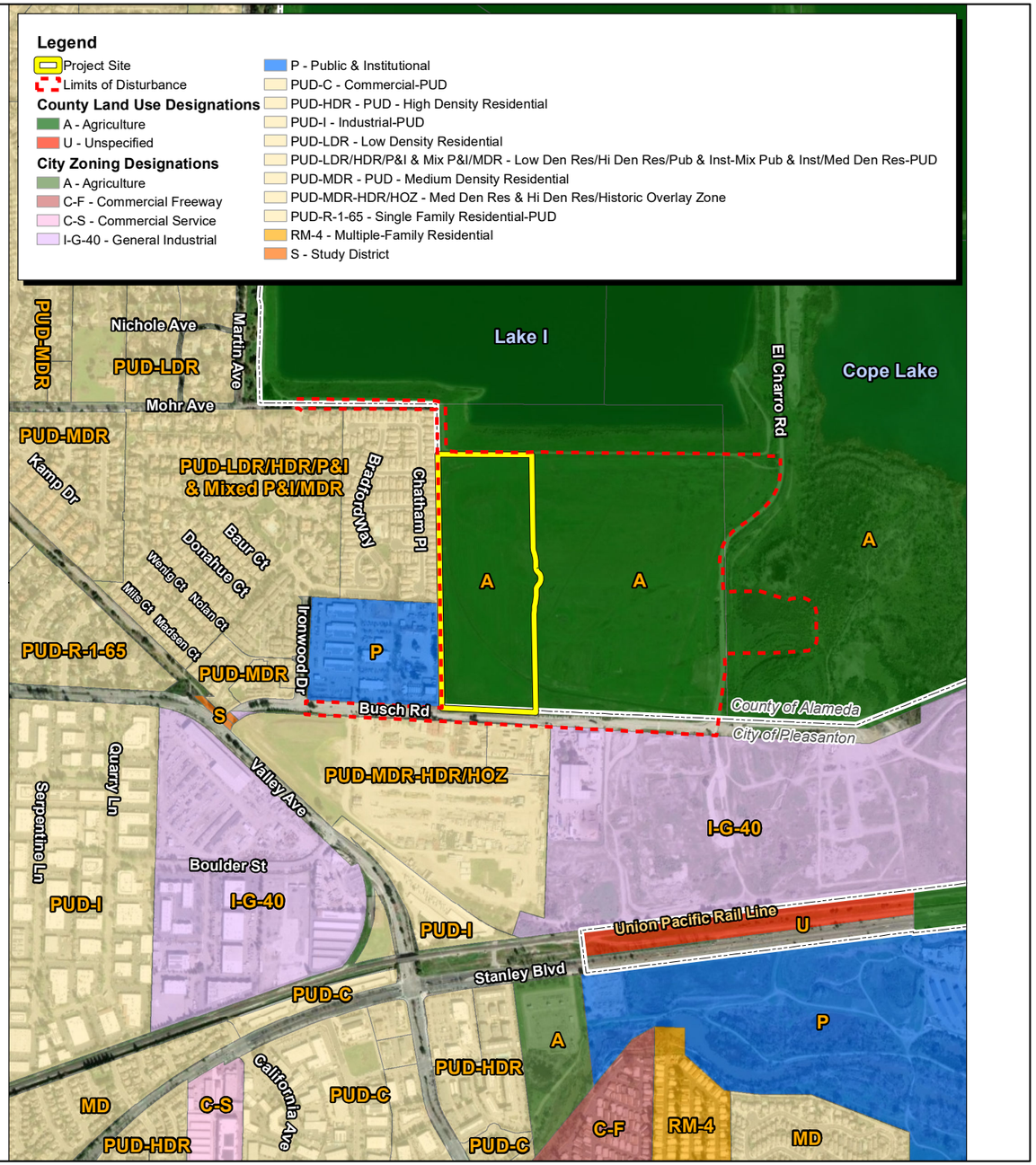
The County Project was subsequently appealed by the Zone 7 Water Agency (Zone 7), and the Alameda County Board of Supervisors denied the appeal on February 10, 2026, upholding the Planning Commission's approval of the County Project.

The Prior FEIR included the evaluation of a project alternative known as Alternative 2: Annexation into the City of Pleasanton Alternative. As detailed more fully therein, Alternative 2 considered annexation of the project site into the City, including provision of municipal water, sewer, and stormwater service. Accordingly, this Alternative would not include construction of certain off-site utility infrastructure studied as part of the County Project, including the water storage and booster pump facility, WWTP, recycled water storage facility, and agricultural irrigation fields. The County ultimately determined Alternative 2 not to be feasible because the County does not have land use jurisdiction over a project within the City; however, this Alternative was nevertheless identified in the Prior FEIR as the environmentally superior alternative, as it would have reduced impacts as a result of connection to municipal services rather than developing the off-site utility infrastructure.

## 2.3 - Project Characteristics

Following certification of the Prior FEIR by Alameda County, the City is now considering annexation of the project site, which would transfer land use authority from the County to the City. The project site lies within the City's SO) and UGB, making annexation a feasible option. Under City jurisdiction, the proposed project remains substantially similar to the County Project in overall use and residential development but, consistent with Alternative 2 evaluated in the Prior FEIR, would eliminate certain off-site utility infrastructure in favor of connection to existing City water and sanitary sewer systems. Minor modifications to site grading, lotting, and residential design are also proposed. These changes reduce the proposed development footprint and associated environmental impacts.




Source: ESRI Aerial Imagery. City of Pleasanton. County of Alameda.

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**Exhibit 3**
Existing Land Use and Zoning

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## 2.3.1 - Proposed Residential Development

The 330 Land Company, LLC (project applicant) proposes the construction of a maximum of 189 single-family homes, with approximately 25 percent of those homes (48) being designed with deed-restricted junior ADUs, as shown on Exhibit 4. The dwelling units would range in height from approximately 19.5 feet (single-story homes) to 30 feet (2-story homes).

The approximately 30-acre[12] project site (inclusive of a portion of APN 946-4634-2, which would support Street A) would be developed with an approximate density of 6.3 dwelling units per gross acre (du/acre).[13] The proposed project is expected to include up to approximately 588 residents.[14,15]

As part of the proposed project, the existing parcels comprising the project site would be reconfigured into 189 residential lots, ranging from approximately 3,500 square feet to 8,305 square feet, as well as an approximately 0.7-acre, centrally-located park. Furthermore, the proposed project would include construction of seven internal streets (Streets A-F and Loop A) to provide internal circulation, as well as a trail extension. All circulation, excluding private drive aisles, would be public roads maintained by the City, utilizing funding from a proposed Community Facilities District (CFD), which the City would require to be in place prior to the final map's approval through a Condition of Approval (COA) or Development Agreement. The CFD would finance and maintain essential public infrastructure and services associated with the proposed project, such as roads and sidewalks, the proposed trail extension, along with in-tract landscaping, lighting, and utilities facilities (i.e., water, sewer, and storm drainage). The proposed project's HOA would be responsible for the long-term operation and maintenance of the bioretention areas. Establishing the CFD would help ensure long-term sustainability and service delivery for the future residents of the proposed project, while also providing a structured mechanism for funding ongoing maintenance and improvements without placing undue burden on the City's General Fund or existing municipal resources.

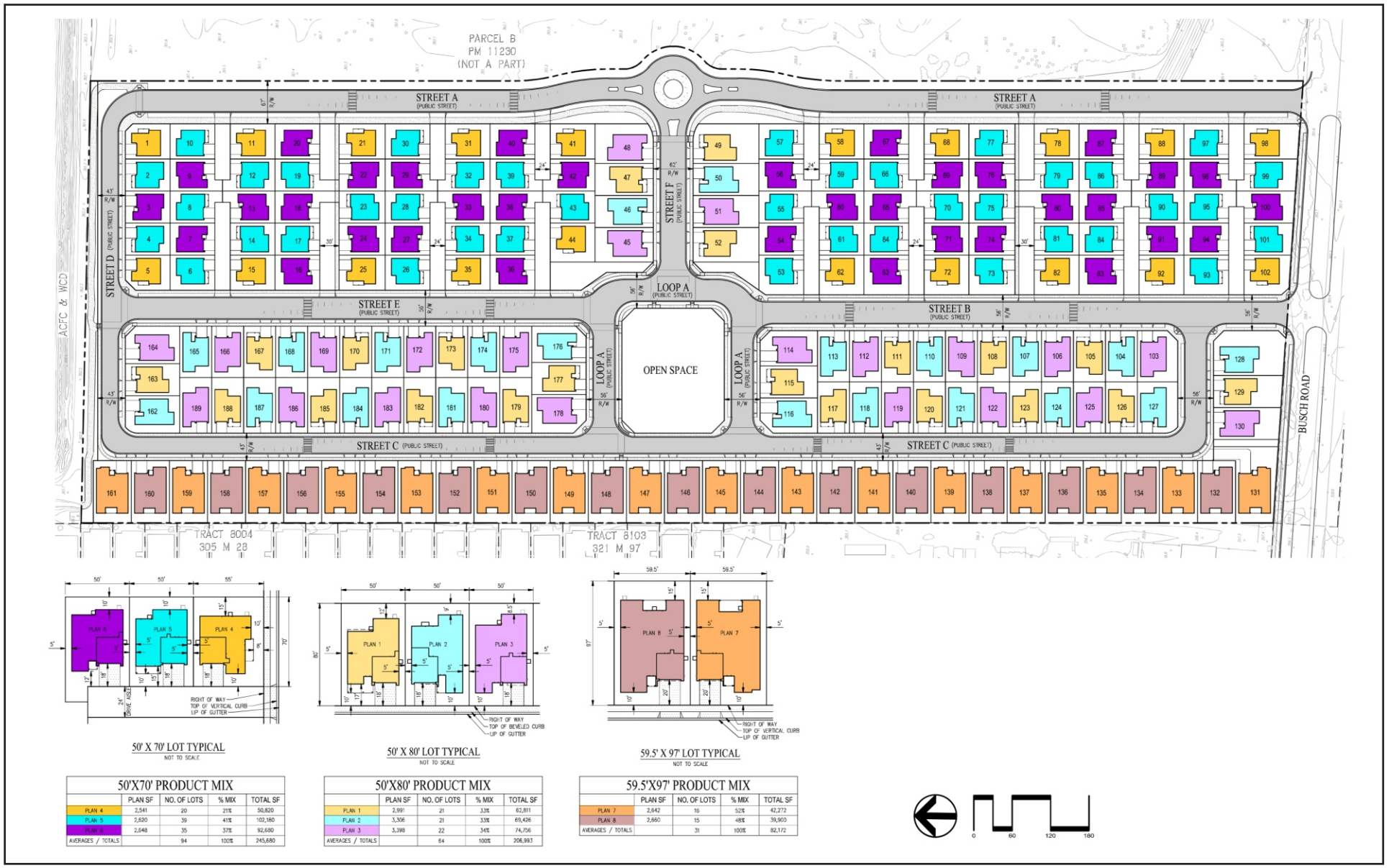
[12] This Addendum does not evaluate an increase in the overall project size; rather, it considers certain previously identified 'off-site' improvements as part of the "project site" for environmental analysis.

[13] 189 dwelling units (not inclusive of junior ADUs which do not count toward density calculations) / 30.00 acres = 6.3 dwelling units per acre (du/acre)

[14] City of Pleasanton. 2022. Program Environmental Impact Report City of Pleasanton 2023-2031 (6th Cycle) Housing Element Update. Website: https://files.ceqanet.lci.ca.gov/277712-3/attachment/-bwD-NIbsCtS27yQFn3dCFDFxvAATXvXAuUCWntLOWyyE9xYwOCV3-nixSHdoCaK6829Yoe_cKtAK_Xs0. Accessed March 10, 2026.

[15] 189 single-family dwelling units plus 48 junior ADUs equals 237 total dwelling units. The City's average number of persons per medium-density housing (8 to 14 du/acre) is 2.48 per the Housing Element Update EIR. 237 multiplied by 2.48 equals approximately 588 residents.

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| 50'X70' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 4 | 2,541 | 20 | 21% | 50,820 |
| PLAN 5 | 2,620 | 39 | 41% | 102,180 |
| PLAN 6 | 2,648 | 35 | 37% | 92,680 |
| AVERAGES / TOTALS | | 94 | 100% | 245,680 |

| 50'X80' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 1 | 2,991 | 21 | 33% | 62,811 |
| PLAN 2 | 3,306 | 21 | 33% | 69,426 |
| PLAN 3 | 3,398 | 22 | 34% | 74,756 |
| AVERAGES / TOTALS | | 64 | 100% | 206,993 |

| 59.5'X97' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 7 | 2,642 | 16 | 52% | 42,272 |
| PLAN 8 | 2,660 | 15 | 48% | 39,903 |
| AVERAGES / TOTALS | | 31 | 100% | 82,172 |

Source: CBG Civil Engineers, January, 2026.

## Exhibit 4
Site Plan

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The project applicant proposes three single-family lot design standards, as outlined in Table 1 below and shown in Exhibit 4.

### Table 1: Proposed 50x70 Lot, 50x80 Lot, and 59.5x97 Design Standards

| Development Standard | Lots 1–102 50x70 Lot Standard (approx.) | Lots 103–130 Lots 162–178 50x80 Lot Standard (approx.) | Lots 131–161 59.5x97 Lot Standard (approx.) |
|---|---|---|---|
| Minimum Lot Size (square feet) | 3,500 | 4,000 | 5,652.5 |
| Minimum Front Setback to Structure (feet) | 10 | 10 | 10 |
| Minimum Front Setback to Garage (feet) | 18 | 18 | 18 |
| Minimum Rear Setback to Living (feet) | 10 | 8 | 15 |
| Minimum Rear Setback to Covered Outdoor Patio (feet) | 5 | 5 | 15 |
| Minimum Side Setback to Structure (feet) | 5 | 5 | 5 |
| Maximum Lot Coverage (percent) | 60 | 60 | 60 |
| Maximum Coverage (square feet) | 2,100 | 2,400 | 3,391.5 |
| Source: KTGY. 2026. Schematic Design. February 6. | | | |

## 2.3.2 - Comparison of Proposed Project to Approved County Project

Differences between the County Project, Alternative 2 evaluated in the Prior FEIR, and the proposed project are outlined in Table 2 below.

### Table 2: Comparison of County Project, Alternative 2, and Proposed Project

| Development Detail | County Project as Evaluated in Prior FEIR | Alternative 2: Annexation into Pleasanton | Proposed Project |
|---|---|---|---|
| Number of Units | 194 single-family<br>49 junior ADUs<br>(243 total units) | Same as County Project | 189 single-family<br>48 junior ADUs<br>(237 total units) |
| Project Acres | 26.6 | 26.6 | 30.0<br>(includes approx. 3.4 acres for Street A) |
| Percentage of Homes with Deed-restricted Junior ADUs | ~25%<br>(49 out of 194 homes) | Same as County Project | ~25%<br>(48 out of 189 homes) |

| Development Detail | County Project as Evaluated in Prior FEIR | Alternative 2: Annexation into Pleasanton | Proposed Project |
|---|---|---|---|
| Height of Units | 26–30 feet | Same as County Project | 19.5-30 feet |
| Density (du/ac) | ~7.3 units per acre | Same as County Project | ~6.3 units per gross acre |
| Total Number of Residents | ~691 residents (based on County's average household size of 2.84 persons per unit) | Same as County Project | ~588 residents (based on City's average household size of 2.48 persons per unit) |
| Off-site Improvements | Includes water storage and booster pump facility, WWTP, recycled water storage, agricultural irrigation fields, bioretention areas, stormwater conveyance to Cope Lake; Street A; Busch Road improvements | Eliminates water storage and booster pump facility, WWTP, recycled water storage, agricultural irrigation fields, bioretention areas; would include Busch Road improvements and Street A, and a new trail connection | Eliminates water storage and booster pump facility, WWTP, recycled water storage, agricultural irrigation fields; City-managed infrastructure and services (subject to stormwater conveyance option to Cope Lake if approved by Zone 7); would include bioretention area and detention basin; would include potential Busch Road improvements. |

Notes:
WWTP = Wastewater Treatment Plant
Source: KTGY. 2026. Schematic Design. February 6, 2026.

## 2.3.3 - Proposed Land Use Designations and Zoning

The proposed project includes annexation of the approximately 30-acre project site into the City. The proposed project would include a General Plan Amendment to redesignate the project site from the County MDR land use to the City's MDR land use (Exhibit 5). According to the City's General Plan, MDR allows for 2 to 8 du/acre. Annexation would involve City approval of a resolution to initiate annexation proceedings, as well as Alameda County Local Agency Formation Commission (LAFCo) approval of the boundary change.

The proposed project would also include pre-zoning of the project site to Planned Unit Development (PUD)–MDR to be consistent with the proposed project density and General Plan land use designation (Exhibit 5). The purpose of the PUD district, as stated in the City's Municipal Code, is to allow for tailored development standards, which ensure that the goals and objectives of the City's General Plan are promoted without the discouragement of innovation by application of restrictive development standards.

## 2.3.4 - Proposed Off-site Improvements

The proposed project would also include off-site improvements, as described below. Additional off-site improvements are discussed in Section 2.3.7, Proposed Utilities.

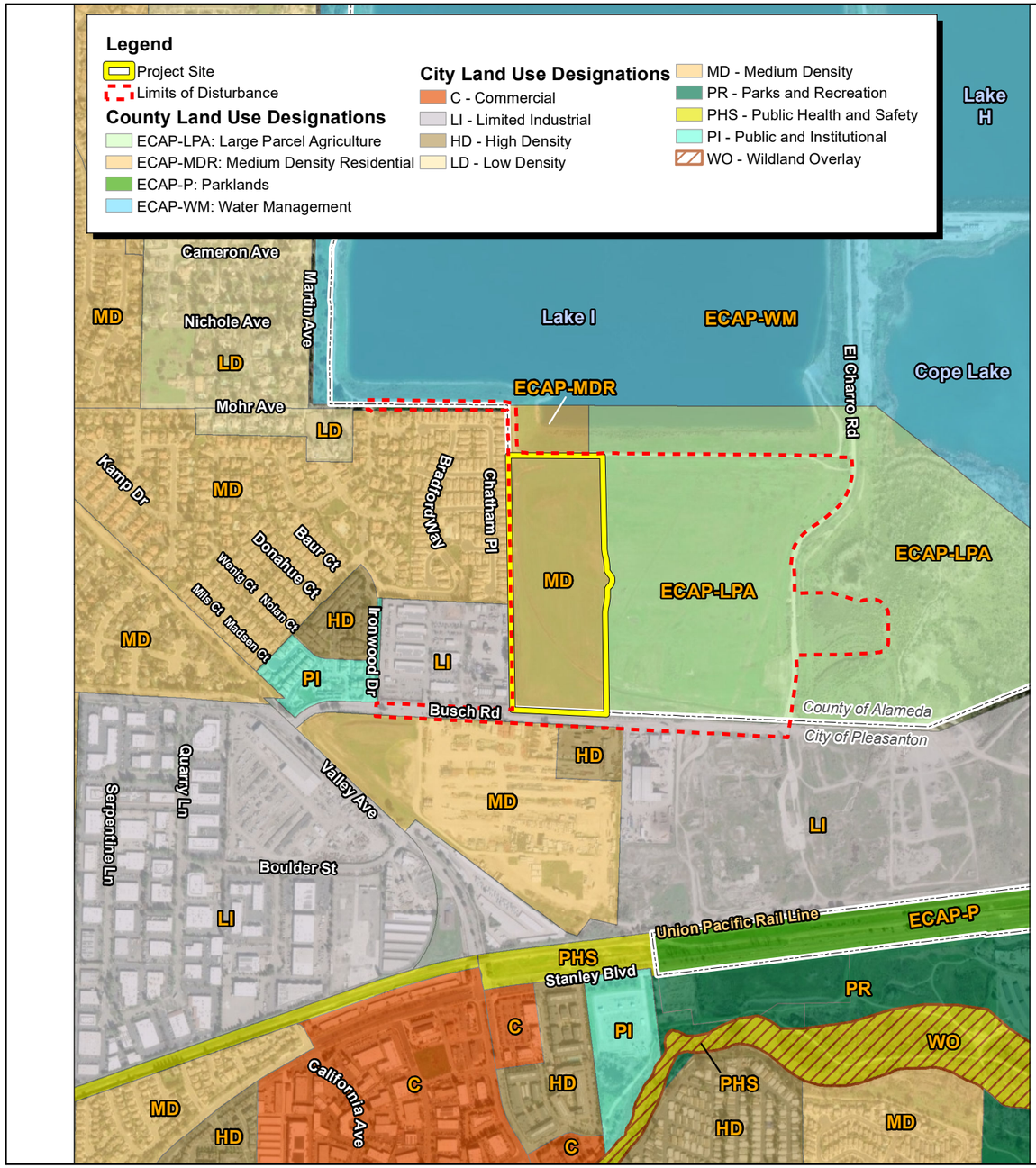
### Roadway, Bicycle, and Pedestrian Improvements

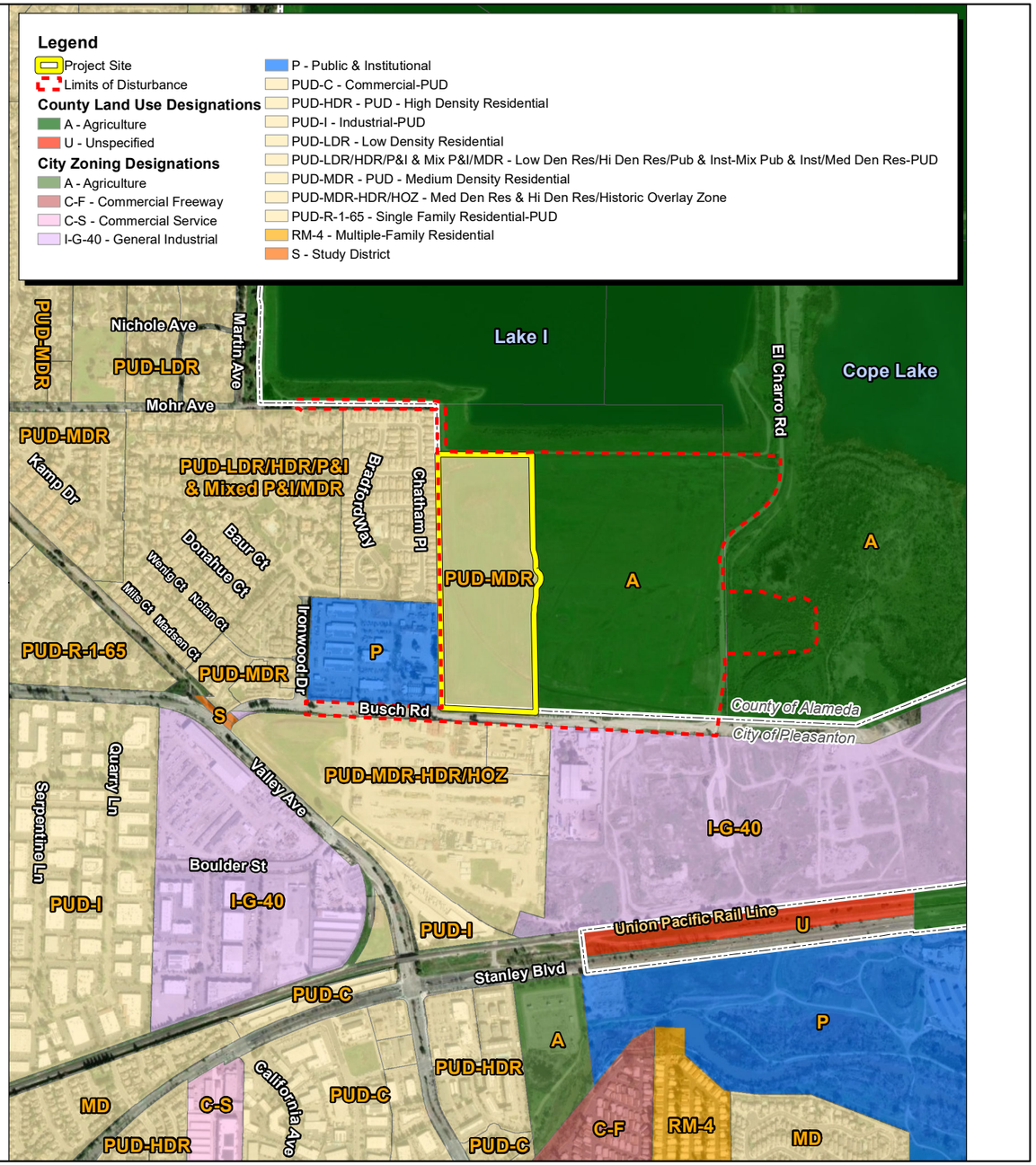
A separate approved and entitled project, known as the Villages at the Quarry Project, located south of Busch Road, was approved by the City of Pleasanton on April 23, 2025. The Villages at the Quarry Project is required to make various roadway, bicycle, and pedestrian improvements to Busch Road, including bike lanes, sidewalks, a Class IV multiuse path, roundabouts into both the Villages at the Quarry Project and the proposed project's entrances, and a dedicated queueing lane for the PGS facility.

If the proposed project is approved, the approval documents would include a binding provision in the Pre-Annexation Development Agreement (PADA) obligating the Arroyo Lago project applicant to implement the Busch Road improvements identified above and codified in Condition 145[16] of the Villages at the Quarry approval, in the event that the Villages at the Quarry Project does not move forward or if the proposed project develops first. In addition to project-specific on-site and off-site improvements, the project applicant would financially contribute to future planned improvements along El Charro Road.

[16] Condition 145 from the Villages at the Quarry Project reads as follows: The Project shall construct Busch Road along the entirety of the Project frontage, as a two-lane roadway, in accordance with Section 19.36.050 of the Pleasanton Municipal Code, inclusive of a single-lane roundabout which is the appropriate means of traffic control for safe and efficient operation of the intersection of Busch Road and Street D ("Busch Road Improvements"). The roundabout shall be designed to fit entirely within the existing right-of-way without requiring any dedication of additional right(s)-of-way by developer or third parties. As a condition precedent to approval of the final map, the City and the applicant shall enter into a subdivision improvement agreement, subject to the City's bonding requirements, for the completion of the Busch Road Improvements. The Busch Road Improvements shall be eligible for a fee credit in accordance with Pleasanton Municipal Code Section 3.26.070. Should the applicable fee credits exceed the required transportation development fee, the applicant shall be entitled to reimbursement pursuant to a reimbursement agreement in accordance with Pleasanton Municipal Code Section 3.26.080.

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Source: ESRI Aerial Imagery. City of Pleasanton. County of Alameda.

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**Exhibit 5**
Proposed Land Use and Zoning

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A new trail connection is proposed along the northern project site boundary and the western side of the proposed Street A, as shown in Exhibit 4, within which project infrastructure would be installed for storm drain, sanitary sewer, and water; in addition, the trail connection would be available for restricted public access (limited to bikes, pedestrians, and authorized City maintenance equipment). The proposed trail connection would require an access easement from Zone 7 Water Agency, the property owner, to the City. These upgrades are designed to enhance flood protection and utility reliability for the proposed project, as well as provide pedestrian/bicycle connectivity for the benefit of the project residents, guests, and members of the public.

The proposed project would include the addition of a landscaped multiuse trail north of the project site, as shown in Exhibit 9c. Development of the trail would require removal or realignment of an existing chain-link fence and would provide an improved pedestrian and bicycle connection between the project site, Mohr Elementary School, and surrounding neighborhoods, thereby enhancing local circulation and neighborhood connectivity.

## 2.3.5 - Circulation and Access

### Vehicle

The proposed project would include a 2-car garage attached to each proposed single-family home . . All applicable City off-street parking standards would be satisfied. Additional parking would be provided along the proposed project's internal streets. Primary vehicular access to the project site would be via Busch Road, as shown on Exhibit 4. Additionally, speed bumps are proposed on Streets A and B as a traffic calming measure.

During project operation, emergency access would be provided via Busch Road from Valley Avenue.

### Bicycle

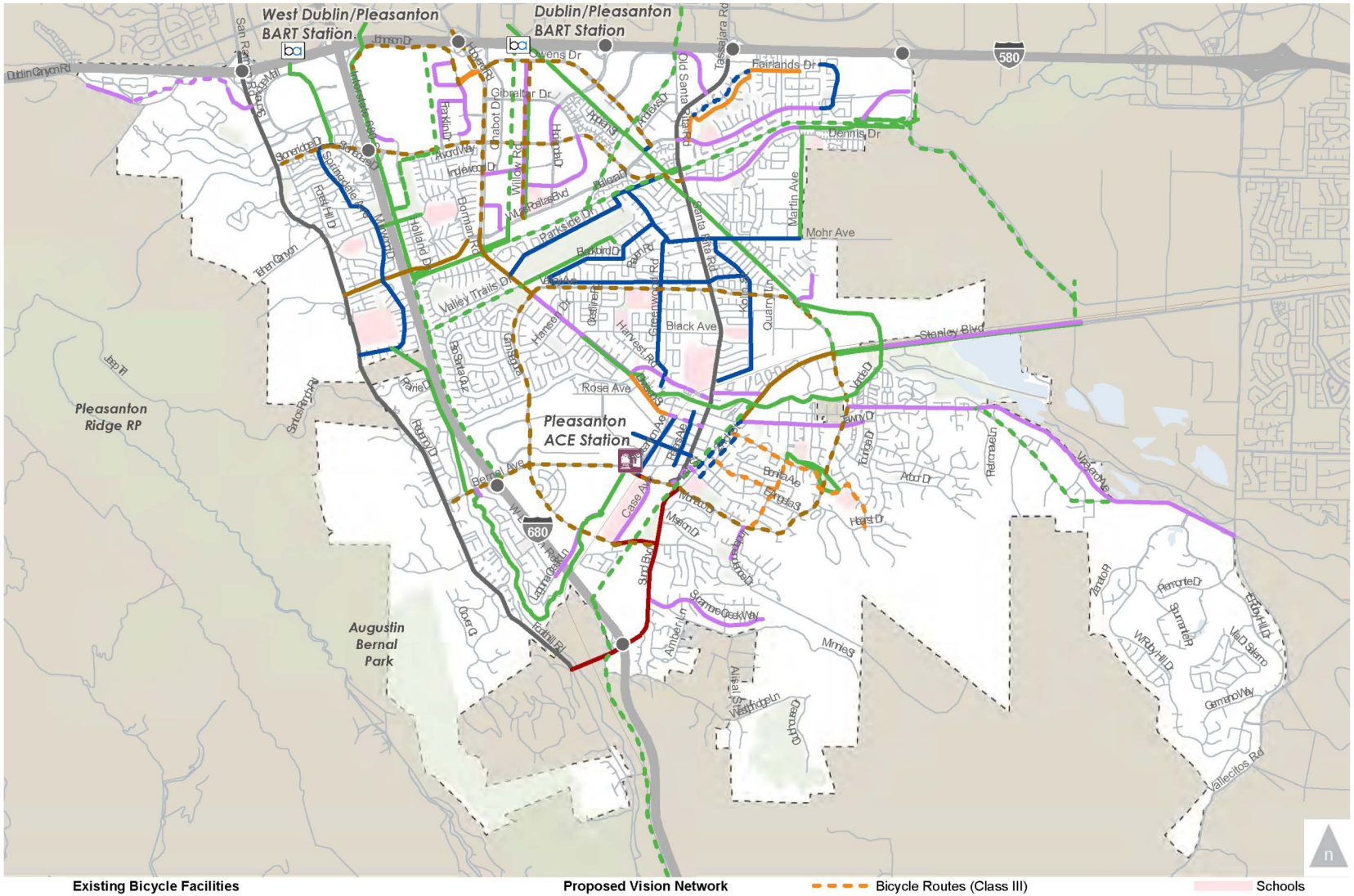
Currently, there are no bicycle lanes on Busch Road adjacent to the project site. The nearest existing bicycle route is a Class II bicycle path, which starts at the Ironwood Drive and Bradford Way/Cornerstone Court traffic circle and connects to the Iron Horse Trail, approximately 1,000 feet west of the project site (Exhibit 6).[17] West and north of this intersection, bicycle lanes are provided on both sides of Ironwood Drive and Busch Road. In addition, the Iron Horse Regional Trail, a paved multiuse path that stretches over 30 miles from Concord to Pleasanton, is located approximately 1,500 feet west of the project site, providing access to the Dublin/Pleasanton BART Station.

As discussed above, the Villages at the Quarry Project, or the proposed project, if necessary,[18] would be required to construct off-site bicycle lane improvements to Busch Road that would connect to the existing bicycle lanes on Busch Road and Ironwood Drive.

[17] City of Pleasanton. 2019. Trails Master Plan. Website: https://www.cityofpleasantonca.gov/assets/our-government/public-works/engineering/landscape-ordinance/trails/trails-master-plan.pdf. Accessed March 10, 2026.

[18] As previously described, the approved and entitled Villages at the Quarry Project is responsible for the implementation of this improvement. If that project does not move forward, or does not proceed in a timely manner, the Arroyo Lago project developer would be responsible for implementation.

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Source: Fehr & Peers, 2018.

**Exhibit 6**
Existing and Planned City of Pleasanton Bicycle Facilities

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### Pedestrian

The proposed project would include construction of approximately 0.5 mile of multiuse trails on the northern boundary of the project site and western side of Street A. In addition, all proposed roads on the project site would contain 5-foot sidewalks on both sides (except for the eastern side of Street A) and would also provide crosswalks at all internal intersections (except for adjacent to Street A's roundabout), in accordance with the City's applicable Standard Specifications and Details.

There are no sidewalks currently in the vicinity of the project site, including on Busch Road. The traffic signal at the Busch Road and Ironwood Drive intersection includes crosswalks with pedestrian signal heads to facilitate pedestrian crossings, and sidewalks extend on Busch Road west of the intersection and on Ironwood Drive.

As discussed above, the Villages at the Quarry Project, or the proposed project if the Villages at the Quarry Project does not proceed to implement these improvements, would be required to construct off-site sidewalk improvements to Busch Road that would connect to existing sidewalks on Busch Road and Ironwood Drive.

## 2.3.6 - Design and Landscaping

### Building Design and Height

Building heights would range from approximately 19.5 (single-story homes) to a maximum of 30 feet (2-story homes). Buildings would be set back from the proposed streets in accordance with the development standards set forth in Table 1.

In conformance with the proposed development standards, the project applicant proposes three housing unit types for the 50x70 Lot Development Standards, three housing unit types for the 50x80 Lot Development Standards, and two housing unit types for the 59.5x97 Lot Development Standards. Details about the proposed housing are provided in Table 3.

#### Table 3: Housing Details

| Housing Unit Type | Lots 1–102<br>50x70 Lot Standard (approximate) | Lots 103–130 Lots 162–178<br>50x80 Lot Standard (approximate) | Lots 131–161<br>59.5x97 Lot Standard (approximate) |
|---|---|---|---|
| Home Size (square feet) | 2,541 to 2,648 | 2,991 to 3,398 | 2,642 to 2,660 |
| Height | 2 story | 2 story | 1 story |
| Attached Garage | 2 car | 2 car | 2 car |
| Bedrooms | 4 to 5 | 4 to 5 | 3 to 4 |
| Bathrooms | 3 to 3.5 | 3 to 4.5 | 2.5 to 3.5 |

| Housing Unit Type | Lots 1–102<br>50x70 Lot Standard (approximate) | Lots 103–130 Lots 162–178<br>50x80 Lot Standard (approximate) | Lots 131–161<br>59.5x97 Lot Standard (approximate) |
|---|---|---|---|
| Floor Area Ratio (FAR) | 0.73 to 0.76 | 0.75 to 0.85 | 0.46 |
| Source: KTGY. 2026. Schematic Design. February 6. | | | |

The exterior of the homes would be constructed with Farmhouse, Craftsman, and Modern Ranch and Prairie designs. To achieve architectural variety throughout the project site, duplicate styles would not be adjacent to each other. Design features would include slate and metal roofing, lap siding with adjacent trim boards, gable siding with horizontal trim, batten board sidings with adjacent trim boards, fascia, eaves, knee braces, corbels, shutters, and painted garage and entry doors. The exterior color palette depends upon the architectural design type, with palettes ranging between whites, grays and browns, blues, grays, yellows, stone and terracotta, and brighter greens, blues, and reds.

### Landscaping

The project applicant proposes to construct a private, approximately 0.7-acre park that would be owned and maintained by the Homeowner's Association (HOA) and approximately 0.5 mile of multiuse trails, as shown on Exhibit 7a and Exhibit 7b. A Public Access Easement would be provided to allow the public to use the park amenities.

The park on the project site would be landscaped with various drought-resistant grasses and shrubs of non-native and native origin, which are consistent with the Model Water Efficient Landscape Ordinance (MWELO). Paving across the park, streets, and other open space landscaped areas would consist of concrete and decomposed granite, with accent paving being used to demarcate crossings. Ornamental fencing would be used to separate residences and public spaces. Other amenities, such as benches, tables, and chairs, would be installed in the park. All project landscaping would meet applicable standards and other requirements, including the City's Standard Specifications and Details.

Internal streets on the project site would be lined with street trees, with the exception of the eastern side of Street C which would have a monolithic sidewalk, and the park would contain trees as well. Trees would also be installed along the north side of the project site boundary along Lake I, along the front yards of the proposed homes, along the Busch Road frontage, and within the Busch Road median. Proposed project trees would include the crape myrtle, Chinese pistache, native oak, Indian hawthorn, little leaf linden, and Chinese elm species.

## 2.3.7 - Proposed Utilities

Exhibit 8a and 8b show the proposed on-site utilities for the proposed project, and Exhibit 9a, 9b, 9c, and 9d show the proposed on- and off-site utility improvements for the proposed project.
















*Lagerstroemia 'Muskogee'*
Crape Myrtle

*Rhaphiolepis 'Majestic Beauty'*
Indian Hawthorn

*Cercis occidentalis*
Western Redbud

*Photinia fraseri*
Red Tip Photinia

*Pistachia chinensis*
Chinese Pistache

*Tilia cordata*
Littleleaf Linden

*Quercus spp.*
Native Oak Species

*Ulmus parvifolia*
Chinese Elm

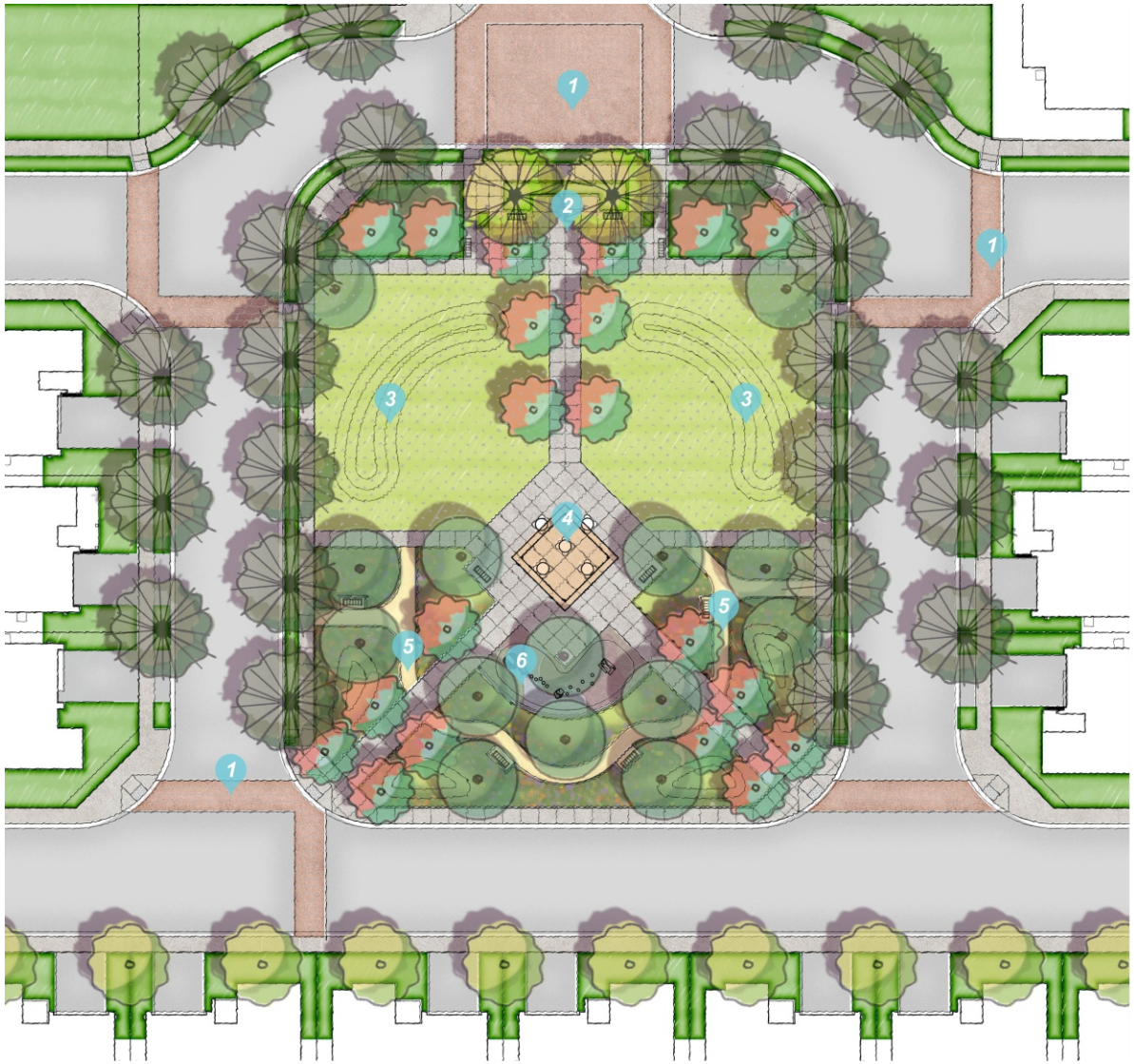
1. PARK ENLARGEMENT SEE NEXT PAGE
2. ORNAMENTAL FENCE AT TRAIL EDGE
3. STREET TREES/FRONT YARD TREES
4. MONUMENT SIGN
5. HYDROSEED
6. STREET TREES TO MATCH ADJACENT PROPERTY TO BUSCH RD.
7. MEDIAN TREES ON BUSCH RD.

0 30' 60' 120'

Source: Gates & Associates, Inc., February, 2026.

**Exhibit 7a**
Landscape Plan

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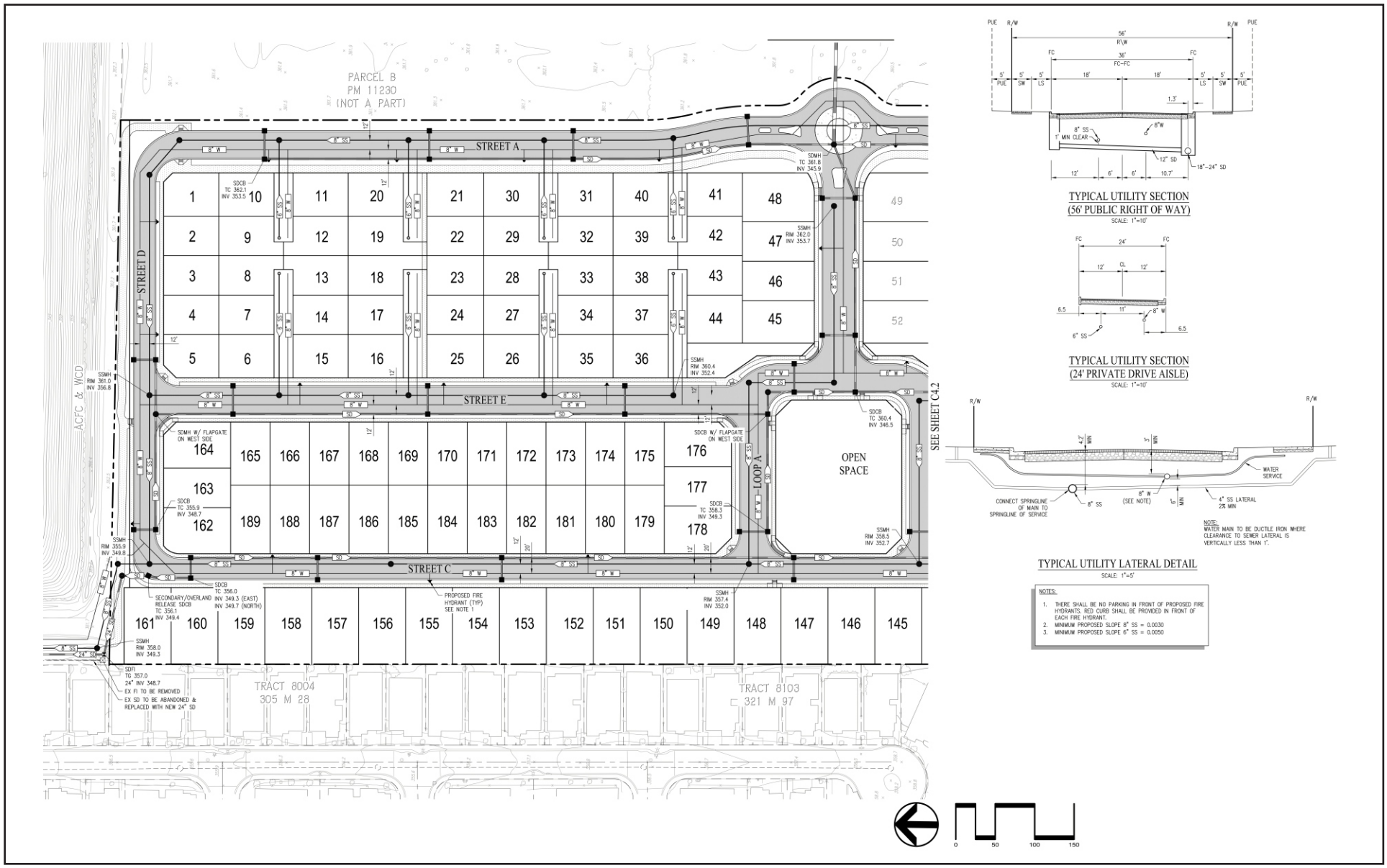

1. ACCENT PAVING
2. ENTRY PLAZA
3. BERMED LAWN
4. CENTER PICNIC PLAZA WITH SHADE STRUCTURE AND SEATING
5. GARDEN WITH DECOMPOSED GRANITE PATH AND SEATING
6. NATURAL PLAY TOT LOT




Source: Gates & Associates, Inc., February, 2026.

**Exhibit 7b**
Park Plan

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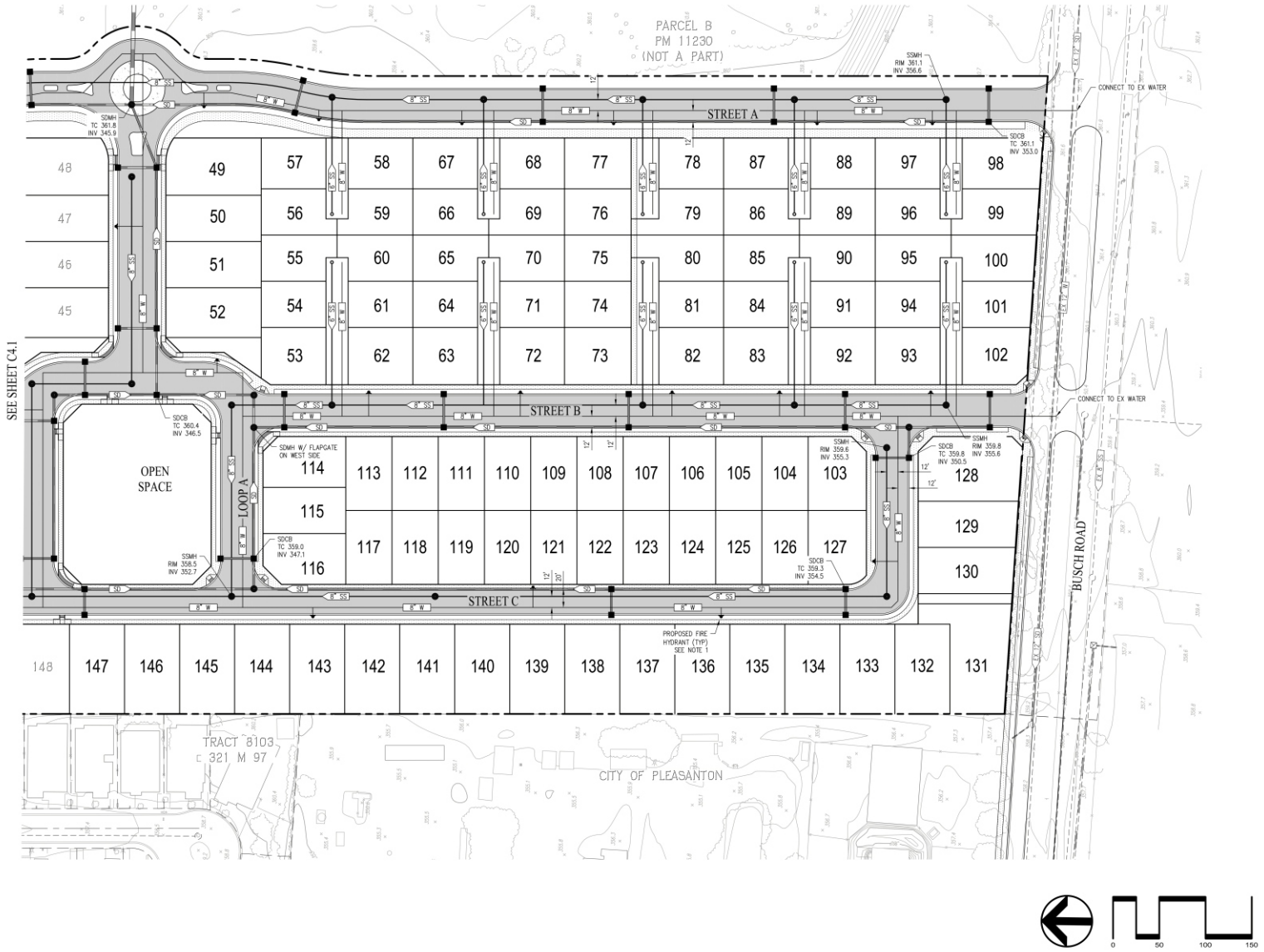



Source: CBG Civil Engineers, January, 2026.

## Exhibit 8a

Utility Plan (Northern Portion)

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Source: CBG Civil Engineers, January, 2026.

**Exhibit 8b**
Utility Plan (Southern Portion)

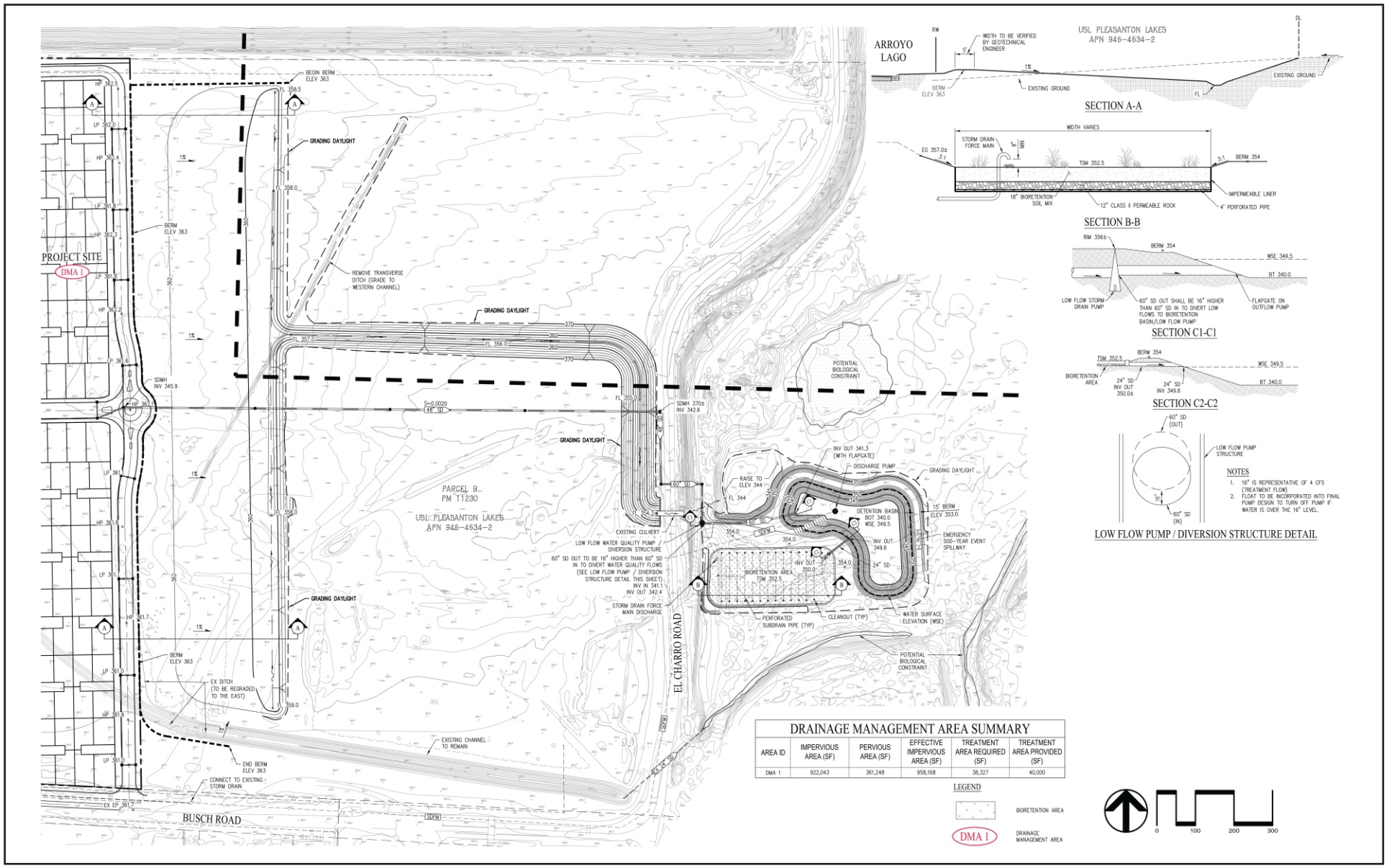
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Source: CBG Civil Engineers, January, 2026.

**Exhibit 9a**
Overall Off-site Utility Plan

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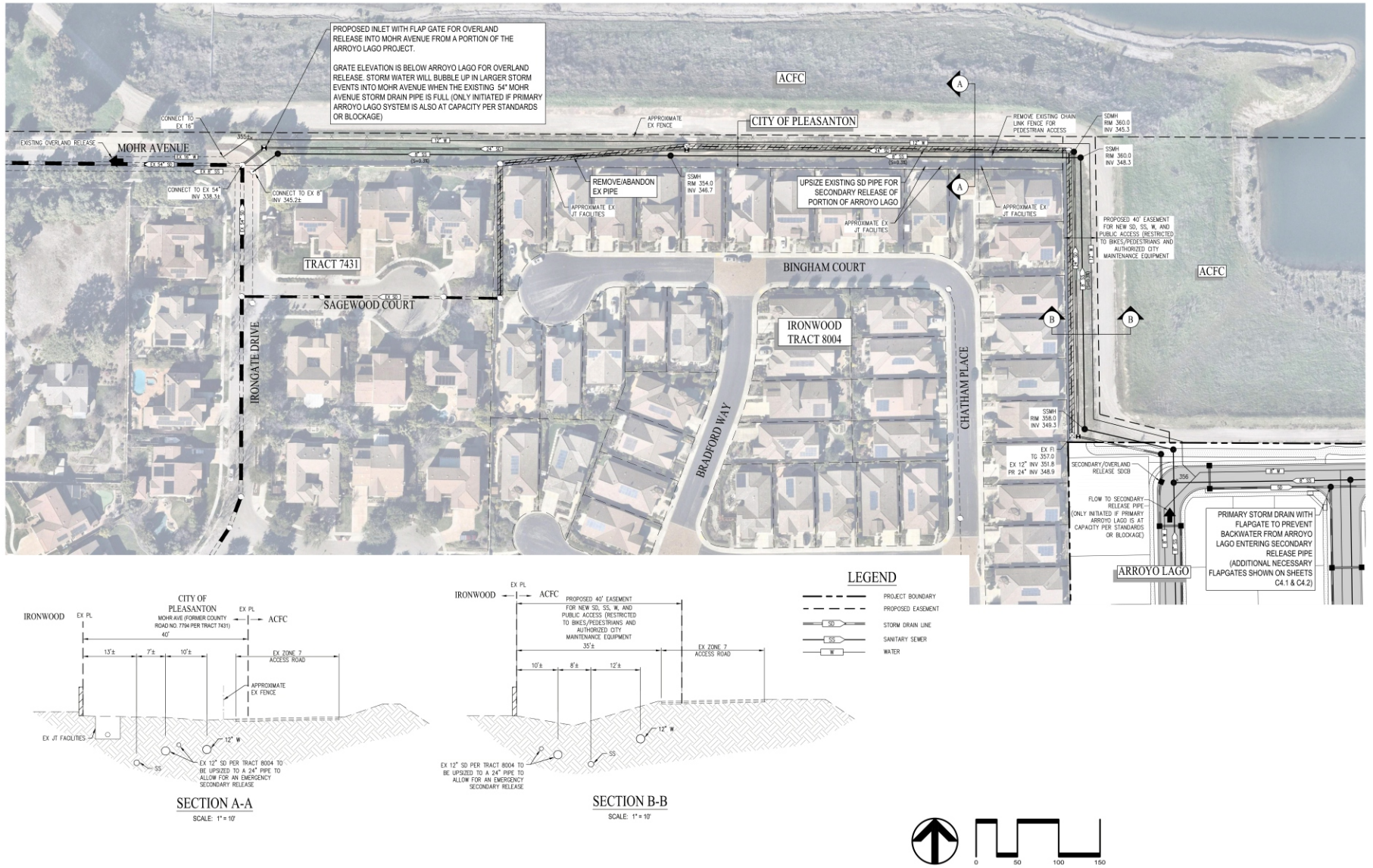



Source: CBG Civil Engineers, January, 2026.

## Exhibit 9b

Off-site Utility Plan - East Toward El Charro

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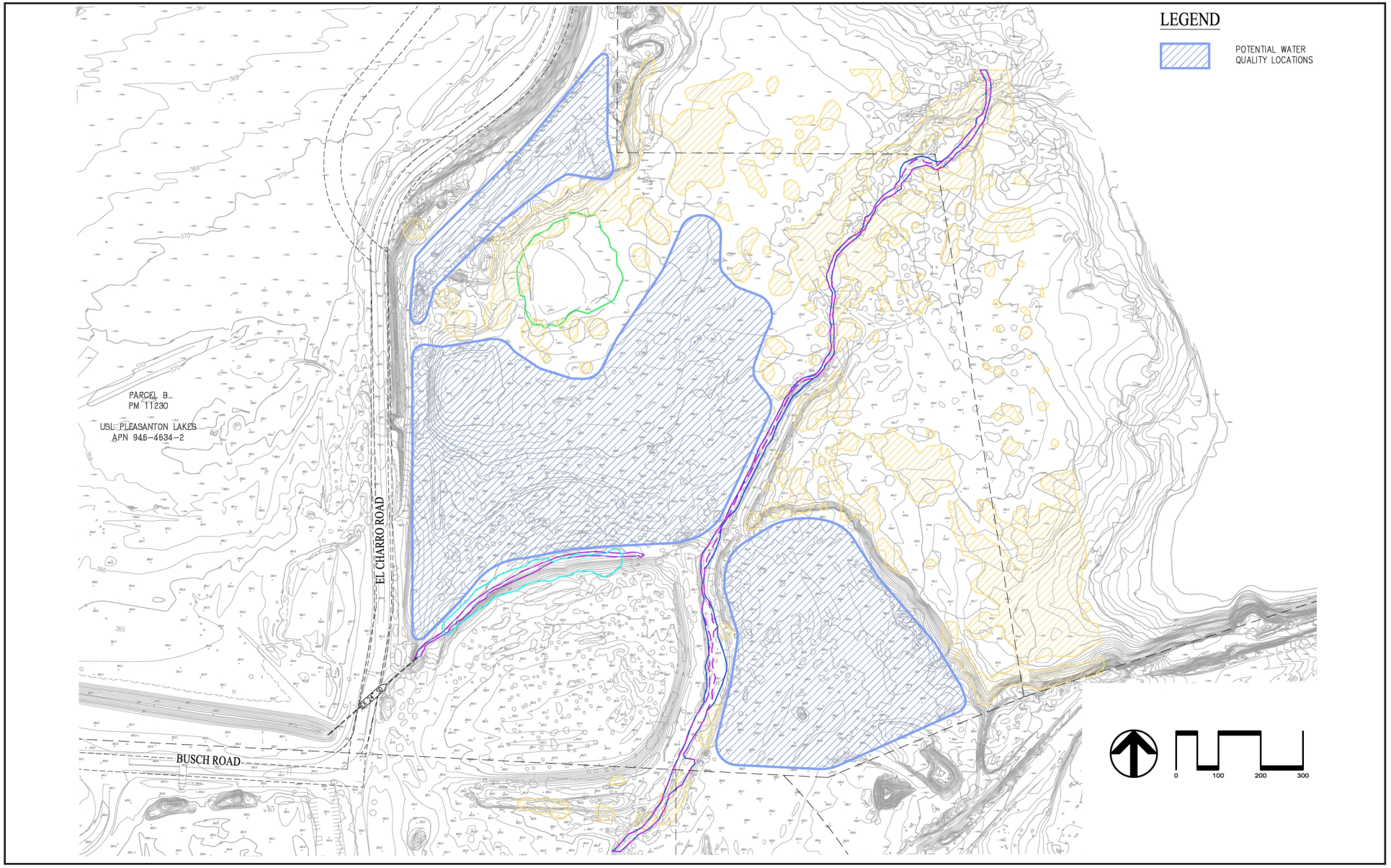



Source: CBG Civil Engineers, January, 2026.

## Exhibit 9c

Off-site Utility Plan - Mohr Avenue Connection

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Source: CBG Civil Engineers, May, 2026.

**Exhibit 9d**
Potential Bioretention Locations

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## Domestic Water

Water service for the proposed project would be provided by the City via connection to an existing 12-inch diameter water line along Busch Road and an off-site existing 16-inch diameter water line on Mohr Avenue. To access the existing water line in Mohr Avenue, as shown in Exhibit 9c, the proposed project would construct a new 12-inch diameter water line extending from the northwest corner of the project site, following the existing utility road, to Mohr Avenue.

## Stormwater Drainage

Two options are being studied for handling the proposed project's stormwater drainage: one involving conveyance to the City's existing storm drain system (City Stormwater Option) and the second option involving the stormwater discharging into Zone 7's facilities (Zone 7 Stormwater Option). The Zone 7 Stormwater Option would be subject to Zone 7 approval. Both options are described further below.[19]

### *City Stormwater Option*

Stormwater generated by the proposed project would be collected via 6-inch storm gutters along the proposed internal streets and conveyed through an on-site network of 18-inch underground storm drain pipes to the City's existing storm drain system. Under normal operating conditions, stormwater would be conveyed via an approximately 45-inch diameter pipe to a proposed primary bioretention area located approximately 0.45 mile east of the project site, adjacent to El Charro Road (Exhibits 9b and 9d). The applicant would be responsible for the maintenance and ongoing operations of this facility in compliance with City standards as conditioned through the Conditions of Approval or the PADA.

The primary bioretention area would include a treatment area of approximately 40,000 square feet. The bioretention area would contain two layers: an approximately 18-inch layer of bioretention soil mix and an approximately 12-inch layer of Class II permeable rock. After being treated, the stormwater would be pumped out of the bioretention basin into a storm drain force main that would be located in El Charro Road and would flow south to Busch Road where it would flow west and connect to an existing City storm drainpipe in Busch Road (Exhibit 9a).

In larger storm events, stormwater would be temporarily stored in a detention basin just northeast of the bioretention area. The detention basin has been sized to accommodate back-to-back 100-year storm events in accordance with all applicable standards and requirements, allowing stormwater discharge to be metered to ensure that the capacity of the City's storm drain system is not exceeded.

In addition to the normal stormwater system, the proposed project is also designed with overland release, which includes a path for surface floodwater to flow through the development in a manner that protects structures should the underground storm drain system be blocked or overwhelmed.

[19] The proposed project would implement one of the two stormwater options, and thus, both stormwater options are being considered in this Addendum for purposes of a conservative analysis.

In order to protect structures from flooding at the project site, the overland release would direct most of the surface flow south to Busch Road, but a portion of the project site starting from approximately Lot 118 and proceeding north has been designed to be captured in a secondary overland release inlet which would convey the stormwater into an approximately 24-inch diameter pipe that would connect with an existing storm drain line in Mohr Avenue.

All stormwater infrastructure improvements would be designed and constructed in accordance with all applicable requirements set forth in the City of Pleasanton's Standard Specifications and Details and implemented through the City's COAs for the proposed project.

### Zone 7 Stormwater Option

The proposed project includes another stormwater management configuration that would be implemented only if approved by the Board of Directors of Zone 7. This option would allow treated stormwater from the proposed bioretention areas to discharge to lands located east of El Charro Road, from which flows would ultimately drain toward Cope Lake.

Under this configuration, the proposed project would continue to treat stormwater through the proposed bioretention facilities (as described above) in compliance with applicable water quality standards. However, rather than conveying treated stormwater via a detention basin, pumps, and a storm drain force main, the treated flows would be discharged from the bioretention areas and allowed to drain naturally toward Cope Lake, consistent with the historic drainage pattern that has conveyed runoff from these parcels toward Cope Lake. As a result, the detention basin, pump facilities, and storm drain force main described above would not be constructed.

While the proposed project has been designed to avoid direct stormwater discharge to Cope Lake via the City Stormwater Option, the project entitlements would also incorporate the ability of the applicant to pursue the Zone 7 Stormwater Option instead, subject to Zone 7 approval. This option is included to provide flexibility should Zone 7 determine that discharge of treated stormwater to the land east of El Charro Road is acceptable. The Zone 7 Stormwater Option is consistent with the stormwater design evaluated under the County-approved Tentative Map and considered in the Prior FEIR and, thus, would not introduce new or substantially more severe environmental impacts compared to those analyzed in the Prior FEIR, as detailed more fully in this Addendum.

Implementation of this option would remain subject to all applicable regulatory approvals and would be required to comply with City and Zone 7 stormwater requirements, including water quality treatment, erosion control, and post-construction stormwater management standards.

### Sanitary Sewer

Sanitary sewer services for the proposed project would be provided by the City, via a connection to an existing off-site 8-inch diameter sewer line in Mohr Avenue, northwest of the project site. The proposed sewer connection would require that an access easement from Zone 7 Water Agency, the property owner, be granted to the City. Similar to the proposed water and stormwater lines, the proposed project would construct a new 8-inch diameter sewer line extending from the northwest

corner of the project site, following the existing utility road, to Mohr Avenue to access the existing sewer line. Sanitary sewer service throughout the project site would be provided in 8-inch diameter sanitary sewer lines under the proposed internal streets.

### Solid Waste, Organics, and Recycling Collection

The proposed project would be served by the PGS, which would provide weekly solid waste, organics, and recycling services.

### Power and Telecommunications

Electric and gas services for the proposed project would be provided by Pacific Gas and Electric Company (PG&E). Ava Community Energy (Ava) would provide electricity generation services, while PG&E would provide transmission and delivery services for electricity to the project site. The proposed project would be served by existing utility lines on the north side of the project site and along Busch Road. Both power lines are currently located above ground but would be moved underground as part of the proposed project. AT&T would provide phone services, and Comcast would provide phone and high-speed internet services.

## 2.3.8 - Phasing and Construction

For the purposes of this analysis, construction of the proposed project components and off-site improvements is anticipated to occur over a period of approximately 4 years, starting in June 2026 and ending in September 2030.[20] All site preparation and grading for the entire project site could also be completed at this time. Grading and site preparation would include the import of approximately 150,000 cubic yards fill; in connection therewith, as previously described and considered in the Prior FEIR, the project applicant intends to commence with surcharging of the project site under an approved County permit as soon as June 2026, via the shifting of dirt from an on-site borrow pit to another on-site location where it would be loaded upon the imported fill to accelerate soil consolidation and improve the soil's bearing capacity. The amount of import would be slightly less than contemplated in the Prior FEIR because the proposed project would not raise the elevation of the building pads adjacent to the existing Villages at Ironwood residential community to the same extent as the County Project, thereby reducing the need for imported fill relative to what was previously assumed. The preliminary construction schedule is provided in Table 4.

[20] If construction begins at a date later than the timeframe assumed for this analysis, the conclusions herein would continue to be conservative. This is because regulatory requirements applicable to construction equipment—such as off-road diesel engine standards, on-road vehicle emission standards, and other California Air Resources Board (ARB) or local air district rules—become more stringent over time. As a result, future construction equipment fleets generally emit fewer criteria air pollutants and greenhouse gases than those assumed in this evaluation. Therefore, delaying construction would not increase environmental impacts and would, in most cases, reduce them relative to the assumptions used in this analysis.

### Table 4: Proposed Project Preliminary Construction Schedule

| Construction Milestones | Expected Start/End Date |
|---|---|
| **Horizontal Construction (In Tract and Off-site)** | |
| Surcharge | June 2026-April 2027 |
| Mass Grading | May 2027-July 2027 |
| Underground Utilities | August–December 2027 |
| Topside Improvements | January–April 2028 |
| Off-site Street Improvements (Busch Road etc.) | August–December 2027 |
| Horizontal Construction Complete | May–June 2028 |
| **Vertical Construction** | |
| Model Home Starts | February 2028 |
| First Production Phase Start | March 2028 |
| Second Production Phase Start | June 2028 |
| Third Production Phase Start | September 2028 |
| Fourth Production Phase Start | January 2029 |
| Fifth Production Phase Start | May 2029 |
| Sixth Production Phase Start | September 2029 |
| Vertical Construction Complete | September 2030 |
| Source: 330 Land Company. 2026. | |

# 2.4 - Required Actions and Approvals

The proposed project would require the following discretionary and ministerial permits and approvals.

## 2.4.1 - Discretionary Actions

Discretionary approvals and permits are required by the City for implementation of the proposed project. The proposed project would require the following discretionary approvals and actions, including:

- General Plan Amendment
- Pre-zoning and PUD Development Plan
- Approval of a PADA
- Approval of Vesting Tentative Subdivision Map

- Approval of Final Map
- Approval of Affordable Housing Agreement
- Approval of Resolution to Initiate Annexation Proceedings
- Approval of easements for storm drain, sanitary sewer, water, utilities, and restricted public access
- Approval to form project CFD(s)

### 2.4.2 - Ministerial Actions

Subsequent ministerial actions would be required for the implementation of the proposed project. including, but not limited to, issuance of grading and building permits and certificates of occupancy.

## 2.5 - Responsible and Trustee Agencies

A number of other agencies, in addition to the City, will serve as Responsible and/or Trustee Agencies, pursuant to CEQA Guidelines Section 15381 and Section 15386, respectively. This Addendum will provide environmental information to these agencies and other public agencies, which may be required to grant approvals for aspects of the proposed project that fall within the agencies' respective jurisdictional authority, as part of project implementation. These agencies may include, but are not limited to, the following:

- California Department of Fish and Wildlife (CDFW)
- California State Water Resources Control Board (State Water Board)
- Alameda County Local Agency Formation Commission (LAFCo)
- Alameda County Environmental Health Department
- Alameda County Public Works Agency
- Zone 7 Water Agency (Zone 7)
- Dublin San Ramon Services District (DSRSD)

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# 3 - CEQA CHECKLIST

The purpose of the checklist is to evaluate the categories in terms of any changed condition (e.g., changed circumstances, project changes, or new information of substantial importance) that may result in a changed environmental result (e.g., a new significant impact or substantial increase in the severity of a previously identified significant effect) such that the prior certified environmental document would require major revisions to ensure it is adequate for purposes of the modified project (CEQA Guidelines § 15162).

The questions posed in the checklist come from Appendix G of the CEQA Guidelines. A “no” answer does not necessarily mean that there are no potential impacts relative to the environmental category, but rather that there is no change in the impact conclusion since it was analyzed and addressed in the Prior FEIR. In other words, these environmental categories might be answered with a “no” in the checklist because it has been determined that the proposed project does not introduce changes that would result in a modification to the impact conclusion of the previously approved CEQA document.

This Addendum addresses the conclusions of the Prior FEIR to confirm whether additional environmental review would be triggered for the proposed project pursuant to CEQA Guidelines Sections 15162 and 15164.

## 3.1 - Explanation of Checklist Evaluation Categories

### (1) Conclusion in Prior FEIR

This column summarizes the conclusion of the Prior FEIR relative to the environmental issue listed under each topic. Because the County Project and Alternative 2 are substantially similar in design, scope, and environmental considerations, the summary of the Prior FEIR addresses them together for purposes of analysis in this document. Unless specifically noted, descriptions of the Prior FEIR conclusions made with respect to the County Project are also generally applicable to Alternative 2. Where the Prior FEIR reached different conclusions regarding specific environmental topics or impact levels between the County Project and Alternative 2, those distinctions are identified and discussed to ensure clarity and accuracy.

### (2) Do the Proposed Changes Involve New or More Severe Impacts?

The second column asks whether the proposed project, as compared to the County Project, would involve significant new impacts or a substantial increase in severity of previously identified impacts in the Prior FEIR. Pursuant to CEQA Guidelines Section 15162 (a)(1), this column indicates whether the changes represented by the proposed project would result in new significant environmental impacts not previously identified or mitigated by the Prior FEIR

or whether the changes would result in a substantial increase in the severity of a previously identified significant impact such that major revisions to the Prior FEIR would be triggered to ensure it is adequate for purposes of the proposed project.

## (3) New Circumstances Involving New or More Severe Impacts?

Pursuant to CEQA Guidelines Section 15162 (a)(2), the third column indicates whether there have been substantial changes with respect to the circumstances under which the proposed project is undertaken that would require major revisions to the Prior FEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

## (4) New Information Requiring New Analysis or Verification?

Pursuant to CEQA Guidelines Section 15162 (a)(3)(A-D), the fourth column indicates whether there is new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Prior FEIR was certified, such that any of the following would occur:

(A) The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If the additional analysis completed as part of this Addendum were to find that the impact conclusions of the Prior FEIR remain the same such that (1) no new significant impacts are identified, (2) identified impacts are not found to be substantially more severe than previously evaluated, and (3) additional mitigation is not necessary, then the question would be answered “no” and no additional supplemental or subsequent EIR would be required.

## (5) Mitigation Measures

Pursuant to CEQA Guidelines Section 15162 (a)(3), the final column indicates whether the Prior FEIR provides mitigation measures to address effects in the related impact category. Any previously adopted mitigation measures will be identified. The response will also address proposed revisions to previously adopted mitigation measures (if any). These mitigation

measures would be implemented by the proposed project, as applicable. If "NA" is indicated, the Addendum has concluded that the impact either does not occur with the proposed project or is not significant, and, therefore, no additional mitigation measures are needed.

## 3.2 - Discussion and Mitigation Sections

The following sections include three components for each environmental checklist question: discussion of each checklist question and any potential impacts to the environment, any mitigation measures required, and a conclusion of the analysis. Each component is further described below:

### (1) Discussion

A discussion of the elements of the checklist is provided under each environmental category in order to clarify the answers. The discussion provides information about the particular environmental issue, how the proposed project relates to the issue, and the status of any mitigation that may be required.

### (2) Mitigation Measures

Applicable mitigation measures from the Prior FEIR that apply to the proposed project are listed under each environmental category.

### (3) Conclusions

A discussion of the conclusion relating to the analysis is contained in each section.

## 3.3 - Environmental Topics

The following topics are evaluated in accordance with CEQA requirements:

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources and Tribal Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utilities and Service Systems
- Wildfire

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **I. Aesthetics, Light, and Glare** *Except as provided in Public Resources Code Section 21099, would the project:* | | | | | |
| a) Have a substantial adverse effect on a scenic vista? | Less than significant impact | No | No | No | NA |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway? | No impact | No | No | No | NA |
| c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations | Less than significant impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| governing scenic quality? | | | | | |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | Less than significant impact | No | No | No | NA |

# Discussion

### a) Scenic Vista

**Would the project: Have a substantial adverse effect on a scenic vista?**

***Prior FEIR Conclusions***

The Prior FEIR concluded that the project site does not contain any designated scenic vistas as defined by the Alameda County General Plan or the ECAP. The nearest scenic resource, Lake I of the Zone 7 Chain of Lakes, is adjacent to the northern boundary of the project site; however, public access is restricted, and views are limited except from neighboring properties. Given the County Project's maximum height of approximately 30 feet and its setback of roughly 295 feet from Lake I, the Prior FEIR found that it would not obstruct views of the lake from adjacent development.

Additionally, the nearest ridgelines (Happy Valley ridgelines) lie approximately 2.44 miles south of the project site, while designated scenic roadways such as I-680 and SR-84 are over a mile away and visually disconnected due to intervening development. Temporary visibility of construction equipment was also determined to have no substantial impact on scenic views.

The project site itself lacks prominent visual features such as scenic ridges, hillsides, or rock outcroppings. Planned grading and landscaping, including a retaining wall, would maintain the area's visual character. Based on these findings, the Prior FEIR concluded that neither the County Project nor Alternative 2, Annexation into the City of Pleasanton, would result in a substantial adverse effect on scenic vistas, and therefore, impacts would be less than significant. (Draft EIR, pp. 3.1-14, 6-11).

***Proposed Project Analysis and Conclusion***

The proposed project would occur in the same location as the County Project. There are no scenic resources, as defined by the City's General Plan, located on the project site. Scenic resources identified by the City's General Plan include the hillsides, wildlands, and open space areas adjacent to the City's western, southern, and eastern borders, which are located between 2 and 4 miles from the project site. Views of these areas are visible from the project site intermittently and are partially obstructed by existing development and vegetation. The project site is bounded to the north by Lake I of the Zone 7 Chain of Lakes and to the east by vacant land. As such, there are no sensitive viewpoints located adjacent to the project site from which views of the scenic hillsides, wildlands, and open space areas adjacent to the City's western, southern, and eastern borders would be obstructed. Additionally, the maximum height of the proposed project would be 30 feet, and the proposed project would comply with the setback requirements of the PUD-MDR zone. As such, views of these areas from neighboring properties would not be obstructed.

Construction equipment would be present on the project site intermittently throughout the construction period and could be visible from public viewpoints located within nearby scenic resources, such as the hillsides, wildlands, and open space areas adjacent to the City's western, southern, and eastern borders, although since its presence would be temporary, it would not result in a substantial impact on public views from any scenic resources. The project site, which is relatively flat in elevation, vacant, and graded, does not contain any scenic ridges, hillsides, rock outcroppings, or other designated scenic resources, which would be damaged or affected by the proposed development. As such, consistent with the conclusions in the Prior FEIR, implementation of the proposed project would not result in a substantial adverse effect on a scenic vista. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**b) State Scenic Highways**

**Would the project: Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway?**

***Prior FEIR Conclusions***

As stated above, the Prior FEIR found that the project site does not contain any officially designated scenic resources as defined by the Alameda County General Plan and ECAP, including significant trees, rock outcroppings, or historic buildings within or adjacent to a State Scenic Highway. The project site is relatively flat in elevation and is vacant and graded. The nearest designated State Scenic Highway is I-680, approximately 3 miles away, while the nearest highway eligible for State Scenic Highway designation is I-580, approximately 1.4 miles away; neither of which are visible from the project site due to distance and intervening development. The Prior FEIR determined that the County Project would not result in substantial damage to scenic resources in a State Scenic Highway. Therefore, the Prior FEIR concluded that impacts would be less than significant for the County Project and under Alternative 2, Annexation to City of Pleasanton. (Draft EIR, pp. 3.1-15, 6-11).

***Proposed Project Analysis and Conclusion***

There are no officially designated State Scenic Highways or City scenic roadways in or adjacent to the project site. As discussed in the Prior FEIR, the nearest officially designated State Scenic Highway is I-680, located approximately 3 miles west of the project site. The nearest highway eligible for State Scenic Highway designation is I-580, located approximately 1.4 miles north of the project site. Given the distance of the project site to these resources and the intervening development, the proposed project would not be visible from either highway. Given the absence of scenic highways proximate to the project site, the lack of designated scenic resources (i.e., ridgelines, hillsides, rock outcroppings) on the project site, and the presence of intervening development between the project site and the nearest scenic highways, the proposed project would not substantially damage scenic resources in a State Scenic Highway. Thus, consistent with the Prior FEIR's conclusions, there would be less than significant impacts in this regard. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### c) Visual Character

**Would the project:** **In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the project site is currently vacant and surrounded by residential, industrial, and public facility uses. Because the County does not have quantitative thresholds for the evaluation of aesthetics, the Prior FEIR addressed both consistency with zoning and other regulations governing scenic quality, as well as changes to the existing visual character and quality. The County Project would introduce new residential development consistent with the ECAP's MDR designation. The County Project would include single-family homes, junior ADUs, internal streets, and landscaped open space. The Prior FEIR found that the design, materials, and color palette of the homes would be compatible with surrounding development. The County Project would also include a retaining wall and an approximately 8-foot "good neighbor" fence along the western boundary to address grade differences and provide privacy. While the County Project would alter the visual character of the project site, these changes would be consistent with the planned land use and would not degrade the visual quality of the area. Therefore, the Prior FEIR concluded that impacts would be less than significant with respect to the County Project and Alternative 2. (Draft EIR, pp. 3.1-17, 6-11).

***Proposed Project Analysis and Conclusion***

Although the project site is located in an urbanized area, for which this checklist question limits the analysis to conflict with applicable zoning and other regulations governing scenic quality, this analysis of operational impacts addresses both consistency with zoning and other regulations governing

scenic quality, and also provides analysis of changes to the existing visual character and quality for informational purposes only.

Construction-related impacts related to degradation of existing visual character, quality, or natural topography of the project site and area would be temporary and less than significant. The proposed project includes annexation of the approximately 30-acre project site into the City. The proposed project would include a General Plan Amendment to redesignate the project site from the County MDR land use to the City's MDR land use. According to the City's General Plan, MDR allows for 2 to 8 du/acre. The proposed project would have a density of 6.3 du/acre, consistent with the MDR designation.

The proposed project would also include pre-zoning of the project site to PUD-MDR to be consistent with the proposed project density and General Plan land use designation. The purpose of the PUD district, as stated in the Municipal Code, is to allow for tailored zoning, which helps to ensure that the goals and objectives of the City's General Plan are promoted without discouraging innovation by application of restrictive developmental standards. As the proposed project would be subject to the design/development standards of the MDR designation and the related PUD development plan, the proposed project would be consistent (and would not conflict with) applicable zoning and regulations governing scenic quality.

Additionally, the City's General Plan Community Character Element establishes a comprehensive framework to preserve and enhance the City's visual identity and sense of place. Goal 1 (Preserve and enhance Pleasanton's community character) provides overarching direction to maintain visual harmony through high-quality design, while Policy 17 (Maintain, enhance, and protect the quality, character, and distinctiveness of residential neighborhoods) requires new development to respect established patterns of scale, massing, orientation, setbacks, and landscaping. The proposed project would adhere to these goals and policies through residential building forms, site layout, and streetscape design that reflect surrounding neighborhood patterns and maintain compatible visual transitions. Consistent with Policy 15, which encourages attractive architectural and site-design features, the proposed project would incorporate articulated pedestrian-oriented frontage, and coordinated landscaping. Streetscape improvements and on-site frontage design would further support Goal 5 and Policy 9 by incorporating street trees, landscaped setbacks, and screening elements that soften the visual presence of development and enhance the public realm. In addition, the proposed project's design would be consistent with Goal 4 and Policy 7, which emphasize high-quality design near City entryways, by providing a cohesive architectural vocabulary and landscaped edges that reinforce the City's visual identity, while maintaining appropriate visual separation in accordance with Policy 8 where applicable. Adherence to these General Plan goals and policies support the proposed project's integration with the existing visual character of the area and would not result in a substantial adverse change to the City's visual quality or community character.

For informational purposes, it is also noted that the proposed project has been designed such that it would have visual characteristics compatible with adjoining residential development. In addition, the design of the proposed residences provides for a harmonious composition of mass, scale, color, and

texture. Furthermore, the units that are adjacent to the existing Ironwood neighborhood would be single-story, which would also help to ensure visual compatibility with adjacent uses.

The proposed project also includes implementation of a landscaping plan that would adhere to all applicable requirements, including the planting of trees, shrubs, vines, and groundcover to replace trees proposed for removal, in accordance with Chapter 17.16, Tree Preservation, of the Municipal Code and Policy 2 of the General Plan's Open Space and Conservation Element.[21] Furthermore, the proposed project would include construction of an approximately 0.7-acre central park to provide visual character, recreational uses, and park space for both residents of the proposed project and the wider local community. Therefore, consistent with the conclusions in the Prior FEIR, impacts related to consistency with applicable scenic quality regulations and visual quality and character would be less than significant.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### d) Light or Glare

**Would the project: Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project would introduce new sources of light and glare typical of residential development, including street lighting, exterior home lighting, and vehicle headlights. All exterior lighting would be designed, located, and shielded to confine direct rays of light to the project site, consistent with ECAP Policy 115 and the California Building Standards Code (CBC). Building materials would be similar to those used in surrounding residential areas and would not create substantial daytime glare, and windows would not produce excessive glare as residential glass typically has a low reflectivity rate. Based on the foregoing, the County Project would not introduce excessive nighttime lighting or glare that would adversely affect day or nighttime views in the area, including adjacent properties or public views. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.1-20, 6-11).

***Proposed Project Analysis and Conclusion***

The project site is currently undeveloped and does not contain existing sources of light and glare. The proposed project would result in slightly fewer overall residential units as compared to the County Project evaluated in the Prior FEIR (189 single-family homes and 48 junior ADUs with associated windows), as well as exterior lighting similar to, albeit slightly less than, the County Project. In addition, the proposed project incorporates refined grading plans that would reduce grade differences

[21] City of Pleasanton. 2009. Pleasanton General Plan 2005–2025, Open Space and Conservation Element. July 21.

between the project site and adjacent residential properties, thereby lowering the relative elevation of proposed improvements.

The project site is surrounded by residential uses, industrial uses, public services and utilities facilities, and open space. The existing residential and industrial uses contribute to the existing daytime glare and nighttime lighting of the area. Exterior lighting would be located around and within the project site. Consistent with the Prior FEIR's assessment, potential sources of light associated with the proposed project would consist of typical sources of lighting associated with residential development and from vehicles traveling to and from the project site. Lampposts would be evenly dispersed within the project site, with safety lighting as needed throughout the project site. All exterior lighting would be designed, located, and shielded to confine direct rays of light to the project site and would adhere to all applicable standards and requirements.

Furthermore, in accordance with Section 20.36.160 of the City Municipal Code, the proposed project would also comply with all applicable State regulations relating light and glare, including regulations in Title 24 of the California Code of Regulations Building Energy Efficiency Standards California Building Code (CCR Title 24), including Title 24, Part 6, and Section 132 of the Building Energy Efficiency Standards, which regulates lighting characteristics, such as maximum power and brightness, shielding, and sensor controls to turn lighting on and off. The proposed project would also include single-story homes along the western property line, compared to the 2-story homes evaluated in the Prior FEIR for the County Project, which would reduce impacts related to the proposed project's effects on light availability in the backyards of adjacent homes. In addition, the proposed project's grading would reduce relative elevation differences between the proposed project and adjacent homes, further reducing the potential for shadowing, light spill, and glare intrusion onto nearby residential properties. Glare resulting from the proposed residences' windows would be minimal and would be partially obscured by landscaping, depending on the time of day and the location of the reflecting light source. Furthermore, residential glass typically has a low reflectivity rate. Glare may also occur from on-site vehicles; however, such glare would be transient, depending upon the time of day and location of the vehicle. Therefore, consistent with the conclusions in the Prior FEIR, lighting and glare impacts from the proposed project would be less than significant.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe aesthetic impacts compared to those previously analyzed. Under this option, which was considered in the Prior FEIR, treated stormwater would be discharged from the proposed bioretention facilities and allowed to drain naturally toward Cope Lake, eliminating the need for the detention basin, pump facilities, and storm drain force main. Consistent with the analysis in the Prior FEIR, this option would not introduce new visible structures or substantially alter the visual character of the project site or the surrounding area, and it would reduce the amount of above-grade infrastructure. Accordingly, the Zone 7 Stormwater

Option would not adversely affect scenic vistas, conflict with zoning, or impact public views, nor would it introduce new sources of light or glare, and aesthetic impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to aesthetics, light, and glare. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **II. Agriculture and Forestry Resources**<br>*In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the State's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:* | | | | | |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use? | No impact | No | No | No | NA |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? | No impact | No | No | No | NA |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as | No impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? | | | | | |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | No impact | No | No | No | NA |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use? | No impact | No | No | No | NA |

# Discussion

**a-e) Conversion of Important Farmland; Agricultural Zoning and Williamson Act Contracts; Forest Zoning; Conversion of Forest Land; and Pressures to Convert Farmland or Forest Land**

**Would the project:**

**a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?**

**b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?**

**c) Conflict with existing zoning for forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?**

**d) Result in the loss of forest land or conversion of forest land to non-forest use?**

**e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the project site is mapped as "Other Land" by the California Department of Conservation Farmland Mapping and Monitoring Program (FMMP), which is considered a nonagricultural soil classification. The Prior FEIR determined that the soil on the proposed project site is Class IIIs5, which is not suitable for a Prime or Unique Farmland designation. Additionally, the project site is not under a Williamson Act Contract.

While the project site is zoned for Agriculture (A) under the County's zoning ordinance, the County's MDR General Plan land use designation supersedes the primary uses allowed by the zoning. Therefore, the Prior FEIR determined that the County Project would be consistent with the applicable Alameda County General Plan regulations and would not conflict with the project site's zoning. As such, construction and operation of the County Project would not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to nonagricultural uses, or result in the loss or conversion of forestland to non-forest uses.

Neither the County Project nor Alternative 2 would conflict with any zoning for agricultural use or a Williamson Act Contract, or any zoning for forestland, timberland, or timberland zoned for Timberland Production. Finally, the Prior FEIR determined that the County Project would not involve other changes that could result in the conversion of Important Farmland to nonagricultural uses or convert

forest land to non-forest use. Therefore, the Prior FEIR concluded that no impact related to agriculture or forestry resources would occur. (Draft EIR, p. 4-1).

***Proposed Project Analysis and Conclusion***

The project site involves the same land evaluated in the Prior FEIR and, therefore, consistent with the determinations made in the Prior FEIR, the proposed project would have no impacts related to agriculture and forestry resources. The project site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, and is not encumbered by a Williamson Act Contract or zoned for Timberland Production.

While the project site is currently zoned A by the County's zoning ordinance, the project site would be rezoned to PUD-MDR as part of the proposed project. Therefore, the proposed project would not conflict with the project site's agricultural zoning. Further, the proposed project site is mapped as "Other Land," confirming that there would be no impact to land classified as Farmland or Forestland. The project site has a nonagricultural soil classification and is not under a Williamson Act Contract. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

Consistent with the analysis in the Prior FEIR, the Zone 7 Stormwater Option would not result in any new or more severe agricultural impacts. It would not convert FMMP-designated farmland, conflict with agricultural zoning, or result in the loss or indirect conversion of agricultural land; therefore, impacts would remain less than significant and consistent with the Prior FEIR.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to agriculture and forestry resources. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **III. Air Quality**<br>*Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:* | | | | | |
| a) Conflict with or obstruct implementation of the applicable air quality plan? | Less than significant impact with mitigation incorporated | No | No | No | MM AIR-1 |
| b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard? | Less than significant impact with mitigation incorporated | No | No | No | MM AIR-1 |
| c) Expose sensitive receptors to substantial pollutant concentrations? | Less than significant impact with mitigation incorporated | No | No | No | MM AIR-3 |
| d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? | Less than significant impact | No | No | No | NA |

# Discussion

## a) Air Quality Plan Conflict

**Would the project: Conflict with or obstruct implementation of the applicable air quality plan?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the project site is located within the San Francisco Bay Area Air Basin (SFBAAB), which is regulated by the Bay Area Air Quality Management District (Bay Area Air District). The 2017 Clean Air Plan includes control measures aimed at reducing regional air pollutants and GHGs. Under the Bay Area Air District's CEQA Air Quality Guidelines, a project's consistency with the Clean Air Plan is evaluated in part by determining its consistency with the regional significance thresholds. Although the County Project's construction emissions would be below these thresholds and therefore would not result in substantial new regional emissions not already accounted for in regional air quality planning, the Bay Area Air District also requires implementation of its recommended Best Management Practices (BMPs) for construction dust as a qualitative criterion for determining CEQA significance.

Importantly, the Bay Area Air District's construction dust guidance is based not on the level of modeled emissions, but on whether the project incorporates the recommended BMPs. Because projects that do not implement dust-control BMPs are considered potentially significant regardless of calculated reductions, the Prior FEIR required implementation of Mitigation Measure (MM) AIR-1[22] to ensure consistency with Bay Area Air District guidance.

With MM AIR-1 incorporated, the County Project would implement the Bay Area Air District's recommended BMPs and therefore would not conflict with the control measures in the 2017 Clean Air Plan. Alternative 2 would result in similar construction activities, and MM AIR-1 would also be required to ensure consistency with the guidance. Therefore, the Prior FEIR concluded that neither the County Project's nor Alternative 2's impacts would conflict with the applicable air quality plan, and impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.2-44, 6-11, 6-12).

***Proposed Project Analysis and Conclusion***

The Bay Area Air District is responsible for reducing emissions from area, stationary, and mobile sources in the SFBAAB to achieve National and California Ambient Air Quality Standards (AAQS). The Bay Area Air District 2017 Clean Air Plan is a regional and multiagency effort to reduce air pollution in the Air Basin. A consistency determination with the 2017 Clean Air Plan plays an important role in local agency project review by linking local planning and individual projects to the 2017 Clean Air Plan. It fulfills the CEQA goal of informing decision-makers of the proposed project's environmental effects under consideration early enough to ensure that air quality concerns are fully

[22] Note: MM AIR-1 includes minor modifications to update the abbreviation for the Bay Area Air Quality Management District, which has changed since the publication of the Prior FEIR. These edits reflect minor typographical corrections.

addressed. It also provides the local agency with ongoing information as to whether they are contributing to the clean air goals in the 2017 Clean Air Plan.

The proposed project would result in the construction of 189 single-family houses, 48 junior ADU's, and related improvements on approximately 30 acres. Demographics trends such as employment and population growth were estimated in the Association of Bay Area Government (ABAG) Plan Bay Area 2040 based on local general plan land use patterns, which the Bay Area Air District utilized in part to inform the emissions inventory and projections contained in the 2017 Clean Air Plan. Currently, the project site has a County land use designation of MDR, which serves as the land use basis for the Bay Area Air District's emissions inventory and projections in the 2017 Clean Air Plan. The proposed project would be consistent with the Bay Area Air District's projections. The 2017 Clean Air Plan also contains control measures required by the Bay Area Air District to reduce emissions for a wide range of stationary and mobile sources. As described above, the Prior FEIR determined that the County Project would be consistent with the applicable control measures in the 2017 Clean Air Plan, including those related to stationary source emissions, transportation, energy and climate, buildings, natural working lands, waste management, water, and GHG emissions after incorporation of MM AIR-1. The proposed project would be largely the same as the County Project, only with fewer proposed dwelling units and the elimination of a substantial amount of off-site utility improvements. As such, the proposed project would also be consistent with the applicable control measures with implementation of MM AIR-1, including those related to waste management, water control, and energy, if not to a greater extent.

Given the slightly reduced unit count and the elimination of substantial off-site utility improvements, the proposed project emissions would result in similar or fewer emissions than what were analyzed in the Prior FEIR, which were already below the Bay Area Air District's significance thresholds. Therefore, potential impacts would be considered less than significant, consistent with the analysis in the Prior FEIR. Regarding impacts related to construction fugitive dust, the Bay Area Air District requires that a project implement construction BMPs, which would ensure that impacts would be less than significant. Therefore, similar to the County Project and Alternative 2, MM AIR-1 would still be required to ensure implementation of construction BMPs recommended by the Bay Area Air District.

Because of reduced unit count and elimination of substantial off-site utility infrastructure, combined with adherence to applicable control measures in the 2017 Clean Air Plan and the implementation of MM AIR-1, the proposed project would not result in any new or more severe significant impacts related to conflicts with implementation of the 2017 Clean Air Plan beyond what was analyzed in the Previous FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### b) Cumulative Criteria Pollutant Emissions Impacts

**Would the project: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?**

***Prior FEIR Conclusions***

The Prior FEIR found that the SFBAAB is in nonattainment for ozone ($O_3$), particulate matter less than 2.5 microns in diameter ($PM_{2.5}$), and particulate matter less than 10 microns in diameter ($PM_{10}$). The County Project would generate emissions during construction and operation, including criteria pollutants such as nitrogen dioxide ($NO_2$), carbon monoxide (CO), sulfur dioxide ($SO_2$), and particulate matter. Emissions modeling was conducted using the California Emissions Estimator Model (CalEEMod) and assumed implementation of MM AIR-1, which includes dust control, equipment maintenance, and idling restrictions. With respect to construction-related impacts, the Prior FEIR determined that MM AIR-1 would be required to reduce construction-related criteria pollutant impacts to less than significant levels because the Bay Area Air District requires implementation of its BMPs for construction dust as a qualitative criterion for determining CEQA significance. Operational emissions were also evaluated and found to be below the Bay Area Air District thresholds, and therefore, mitigation was not triggered. Therefore, the Prior FEIR concluded, with respect to criteria air pollutants, that construction-related impacts would be less than significant with mitigation incorporated, and operational-related impacts would be less than significant. (Draft EIR, pp. 3.2-50, 6-12, 6-13).

***Proposed Project Analysis and Conclusion***

This impact is related to the cumulative effect of a project's regional criteria pollutant emissions. By its nature, air pollution is largely a cumulative impact resulting from emissions generated over a large geographic region. The nonattainment status of regional pollutants results from past and present development within the Air Basin, and this regional impact is a cumulative impact. Therefore, new development projects (such as the proposed project) within the Air Basin would contribute to this impact only on a cumulative basis. No single project would be sufficient in size, by itself, to result in nonattainment of regional air quality standards. Instead, a project's emissions may be individually limited, but cumulatively considerable when evaluated in combination with past, present, and future development projects.

The HRA conducted in the Prior FEIR conservatively assumed that construction would occur seven days per week. A more realistic scenario involves a 5-day workweek while maintaining the same total number of construction days, thereby extending the overall schedule in calendar time.

Under Office of Environmental Health Hazard Assessment (OEHHA) guidance, chronic risk estimates (cancer risk and hazard quotients) are based on total cumulative exposure over time. Because the total number of construction days—and thus total emissions—would remain unchanged, chronic risk results are not expected to differ materially.

However, limiting construction to five days per week introduces non-operational periods, reducing the frequency of short-term exposures. As such, the original 7-day assumption is conservative, and refining it improves realism without increasing long-term risk estimates.

With respect to significance thresholds established by the Bay Area Air District, construction-related emissions are typically evaluated on a daily basis (e.g., pounds per day). Under a 5-day schedule, daily emission rates during active construction would remain unchanged, and therefore maximum daily emissions—and associated threshold comparisons—would not be affected.

The proposed project would be substantially similar to the County Project, though with fewer proposed dwelling units. The proposed project would also reflect an elimination of a substantial amount of off-site utility improvements from the County Project, including the removal of the proposed water storage and booster pump facility, WWTP, recycled water storage, and agricultural irrigation fields. The County Project was found to result in operational and construction-related criteria air pollutants or ozone precursors below the Bay Area Air District's thresholds of significance for all criteria pollutants. The proposed project is also substantially similar to Alternative 2, which, because it anticipated annexation to the City, did not consider a water storage and booster pump facility, WWTP, recycled water storage facility, and agricultural irrigation fields. Alternative 2 was also determined to result in a less than significant impact in this regard for both construction and operation. Therefore, given the reduced scope of the proposed project, it would result in fewer total emissions and would also result in operational and construction-related criteria air pollutants or ozone precursors below the Bay Area Air District's thresholds of significance for all criteria pollutants.

The Bay Area Air District does not have a quantitative emissions threshold for determining potentially significant impacts related to construction fugitive dust. Instead, consistent with the approach taken in the Prior FEIR, this analysis identified a potentially significant impact related to construction fugitive dust given that the Bay Area Air District considers a project to result in a potentially significant impact if that project were not to implement construction BMPs to minimize the extent of fugitive dust emissions, such as soil erosion, sediment migration, roadway dust re-entrainment, and soil trackout, during project construction. For purposes of a conservative analysis, this assessment (consistent with the approach taken in the Prior FEIR) incorporated the implementation of construction BMPs into mitigation to minimize fugitive dust emissions. Therefore, MM AIR-1, discussed above, would still be required to ensure implementation of construction BMPs recommended by the Bay Area Air District, irrespective of the emissions reductions achieved by those BMPs. Consequently, consistent with the analysis in the Prior FEIR, given the reduced nature and scope of the proposed project, combined with the adherence to applicable control measures, other applicable laws and regulations, and the implementation of MM AIR-1, project construction emissions would be less than significant.

The proposed project would not result in any new or more severe significant impacts related to cumulative criteria pollutant emissions beyond what was analyzed in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### c) Sensitive Receptors

**Would the project: Expose sensitive receptors to substantial pollutant concentrations?**

***Prior FEIR Conclusions***

Sensitive receptors near the project site include residential neighborhoods directly adjacent to the west, less than 50 feet from the project site. The Prior FEIR evaluated potential exposure to toxic air contaminants (TACs), particularly diesel particulate matter (DPM) during construction. A construction-related Health Risk Assessment (HRA) was conducted, which determined that impacts could be potentially significant because cancer risk resulting from the construction of the County Project would exceed the Bay Area Air District's project-level significance thresholds. As such, the County Project would be required to implement MM AIR-3, which includes the use of Tier 4 interim engines and preparation of a construction operations plan. These measures would reduce construction-related exposure to TACs for nearby sensitive receptors to a less than significant level. Construction and operational air emissions would be reduced under Alternative 2 because off-site utility improvements would not be built, resulting in a smaller total impact area and less disturbance. However, the same identified mitigation would still be required.

In terms of operational impacts, the Prior FEIR determined that the County Project would not be a significant source of TAC, DPM, or carbon monoxide (CO). Additionally, the First Production Phase (in the northwest part of the project site) was assumed to start in October 2025 and be completed in late May 2026, when the first group of occupants would be expected to move into the completed houses; the surrounding vertical construction would continue until late August 2027.

The Prior FEIR determined that the first group of occupants' exposure to criteria pollutants would not exceed the Bay Area Air District health risk threshold from DPM generated during the subsequent 15 months of vertical construction; therefore, the DPM health risk impact for the first group of occupants would be less than significant, and operational impacts were also found to be less than significant. Criteria pollutant emissions would remain below significance thresholds, and required mitigation for fugitive dust and construction health risks would still apply. (Draft EIR, pp. 6-12–6-13). Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.2-25, 6-12).

***Proposed Project Analysis and Conclusion***

The closest sensitive receptors to the project site include single-family residences located immediately to the west, less than 50 feet from the project site.

Unlike regional emissions, localized emissions are typically evaluated in terms of air concentration rather than mass, so they can be more readily correlated to potential health effects. As described in the Prior FEIR, the cancer risk resulting from the construction of the County Project would exceed the Bay Area Air District's project-level significance thresholds. The proposed project would be substantially similar to the County Project, though with fewer proposed dwelling units, in addition to a substantial reduction in off-site improvements, including the removal of the proposed water storage and booster pump facility, WWTP, recycled water storage, and agricultural irrigation fields from the

County Project. As such, the proposed project would result in similar impacts to construction-related cancer risk, albeit slightly less given its reduced scope. Therefore, the proposed project would still be required to implement MM AIR-3 to reduce this impact to less than significant levels. MM AIR-3 requires all applicable construction equipment utilized in mass grading, paving, and building construction phases to be Tier 4 or Tier 4 Equivalent.

The Prior FEIR determined that construction of the County Project would not exceed the Bay Area Air District's community health risk, DPM, or TAC emissions significance thresholds with implementation of MM AIR-3. This includes thresholds for the first group of residents, who would be present during a portion of the construction phase.[23] In addition, the Prior FEIR determined that the operation of the County Project would not generate sufficient vehicle traffic during project operation to substantiate creating a CO hotspot, and thus, no significant operational impacts would occur. Because of the fact that the proposed project would be substantially similar to the County Project, only with less development, the proposed project's operations would also not exceed the Bay Area Air District's significance thresholds for community health risk, DPM, or TAC, or generate sufficient vehicle traffic during project operation to substantiate creating a CO hotspot.

With implementation of MM AIR-3 for construction-related impacts, the proposed project would not result in any new or more severe significant impacts related to exposure of sensitive receptors to substantial pollutant concentrations beyond what was analyzed in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### e) Odors

**Would the project: Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?**

***Prior FEIR Conclusions***

Residential projects are not typically considered an operational source of odor; therefore, the Prior FEIR focused its analysis of potential odor impacts on the County Project's construction activities and the proposed WWTP.

In terms of construction-related impacts, the Prior FEIR found that any construction-related odor emissions would be temporary and intermittent. Additionally, noxious odors would be confined to the immediate vicinity of the construction equipment. It was anticipated that by the time such emissions reach any sensitive receptor sites, they would be diluted to well below any air quality or odor concern level. Therefore, construction odor impacts would be less than significant.

[23] The first production phase is expected to start in March 2028, with some residents moving into homes after the first homes are constructed (June 2028). Construction is expected to continue until September 2030.

Bay Area Air District Regulation 1, Rule 301 and Regulation 7 govern odorous emissions and public nuisance thresholds. Although the County Project's WWTP could be a potential source of odors, the Prior FEIR determined that it would include odor control systems. The Bay Area Air District's odor screening thresholds were applied, and the County Project was found to be outside the screening-level distances for odor-generating facilities. The Prior FEIR determined that the County Project was not expected to generate odors that would affect a substantial number of people, and no mitigation was deemed necessary. Any potential odor impacts would be further reduced under Alternative 2 because the WWTP and related facilities would not be built. (Draft EIR, pp. 6-12–6-13). Therefore, the Prior FEIR concluded that construction- and operation-related impacts would be less than significant. (Draft EIR, pp. 3.2-56, 6-12, 6-13).

***Proposed Project Analysis and Conclusion***

Consistent with the analysis in the Prior FEIR, during construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. Any construction-related odor emissions would be temporary and intermittent. Additionally, any such noxious odors would be confined to the immediate vicinity of the construction equipment. It is anticipated that by the time such emissions reach any sensitive receptor sites, they would be diluted to well below any air quality or odor concern level. Therefore, consistent with the Prior FEIR's impact conclusions, construction odor impacts would be less than significant.

Land uses typically associated with objectionable odors include WWTPs, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities, as shown in the 2022 Bay Area Air District CEQA Guidelines. The proposed project would involve the development of residences whose operations could lead to typical odors from associated laundry cleaning, vehicle exhaust, outdoor cooking, and waste disposal. However, such odors generated by project operation would be small in quantity and duration and would not pose an objectionable odor impact to future and existing receptors. The Prior FEIR identified the WWTP included under the County Project as an additional potential odor source, although it confirmed that this would not result in a significant impact. The Prior FEIR also evaluated Alternative 2, which would not include the off-site utility improvements. Similar to Alternative 2, the proposed project would not include the WWTP, removing it as a potential odor source.

The proposed project is located approximately 160 feet northwest of Pleasanton Garbage Services Inc., which is a transfer station. CEQA does not require analysis of the environment's impact on a proposed project (i.e., whether the existing transfer station would subject the new residents to odor or other effects). However, public records from the Bay Area Air District indicate that no confirmed odor complaints have been filed against the facility in the past five years, suggesting a low likelihood of nuisance-level emissions. Additionally, meteorological data from the nearest Bay Area Air District monitoring station in Livermore shows that prevailing winds in the area typically blow from west to east. Given that the project site is located northwest of the transfer station, prevailing wind patterns would generally carry odors away from the proposed development.

Additionally, the Prior FEIR identified Vulcan Materials Company (501 El Charro Road, Pleasanton, 94588), located approximately 1.5 miles east of the project site, as a potential odor producer. Public records retrieved from the Bay Area Air District show that one odor complaint was made in August 2025, and the Bay Area Air District reporting inspector subsequently informed Vulcan Materials Company of this complaint. However, an updated public records request conducted in April 2026 (the latest available at the time of writing) indicates that no additional odor complaints had been filed for Vulcan Materials Company since then. Based on the odor guidelines by the Bay Area Air District, odor impacts would be significant if more than five confirmed odor complaints are received for a facility or location per year, averaged over the past three years. Therefore, Vulcan Materials Company currently does not present a significant odor impact to nearby sensitive receptors. Should Vulcan Materials Company cause any nuisance for future residents, Vulcan Materials Company would be required to comply with the Bay Area Air District Regulation 1 Rule 301 (odorous emissions) and implement applicable control measures to reduce the odor impacts. Based on the absence of documented complaints and the regional wind conditions, substantial odor impacts on future residents are not anticipated, and impacts would be less than significant.

In summary, consistent with the Prior FEIR's conclusions, construction and operation of the proposed project would not result in emissions adversely affecting a substantial number of people; impacts would be less than significant.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe air quality impacts since it was previously considered in the Prior FEIR. The configuration would eliminate the need for construction and operation of the detention basin, pump facilities, and storm drain force main, thereby incrementally reducing construction-related equipment use and associated emissions; however, all mitigation measures would remain applicable to the proposed project. Consistent with the evaluation in the Prior FEIR, operation of the Zone 7 Stormwater Option would not generate new stationary or mobile sources of air emissions. Accordingly, air quality impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

**MM AIR-1 Implement Bay Area Air District Best Management Practices to Control Dust During Construction**

The following dust control measures, as recommended by the Bay Area Air Quality Management District (Bay Area Air District), shall be included in the design of the proposed project and implemented during construction:

- All exposed nonpaved surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and access roads) shall be watered at least two times per day and/or non-toxic soil stabilizers shall be applied to exposed nonpaved surfaces.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered and/or shall maintain at least 2 feet of freeboard.
- All visible mud or dirt tracked out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes, as required by the California Airborne Toxics Control Measure (ATCM) Title 13, Section 2485 of California Code of Regulations. Clear signage regarding idling restrictions shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- The prime construction contractor shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The construction contractor shall take corrective action within 48 hours. The Bay Area Air District's and the County's phone numbers shall also be visible to ensure compliance with applicable regulations.

### Implementing Measure for MM AIR-1

Upon annexation of the proposed project into the City of Pleasanton (City), the applicant shall update the publicly visible sign required by MM AIR-1 to display the City's phone number in place of the County's phone number. The sign shall include the contact person for dust complaints and the Bay Area Air District's phone number, as required. The applicant shall ensure that all Bay Area Air District Best Management Practices (BMPs) for dust control listed in MM AIR-1 are incorporated into the construction plans and implemented during construction and shall submit these plans to the City for approval prior to construction.

**MM AIR-3** The following measure shall be implemented during mass grading, paving, and building construction phases of construction to reduce potential exposure of diesel particulate matter (DPM) and particulate matter less than 2.5 micrometers in diameter ($PM_{2.5}$) emissions to nearby sensitive receptors:

- Prior to the issuance of any demolition, grading, or building permits (whichever occurs earliest), the project applicant and/or construction contractor shall prepare a construction operations plan that, during construction activities, requires all off-road equipment with engines greater than 50 horsepower to meet particulate matter emissions standards for Tier 4 interim engines. The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The project applicant and/or construction contractor shall submit the construction operations plan and records of compliance to the County.

### Implementing Measure for MM AIR-3

Upon annexation of the proposed project into the City of Pleasanton (City), the applicant shall submit the construction operations plan required by MM AIR-3 to the City for review and approval prior to issuance of any demolition, grading, or building permits (whichever occurs earliest). The plan shall include documentation demonstrating that all off-road equipment with engines greater than 50 horsepower meets the particulate matter emissions standards for Tier 4 interim engines (or equivalent), consistent with MM AIR-3, and shall include the equipment lists and records described in MM AIR-3. All submittals, notifications, and approvals previously directed to the County shall instead be directed to the City.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to air quality. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **IV. Biological Resources** *Would the project:* | | | | | |
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service? | Less than significant impact with mitigation incorporated | No | No | No | MM BIO-1a and MM BIO-1b |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or United States Fish | Less than significant impact with mitigation incorporated | No | No | No | MM BIO-2a and MM BIO-2b |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| and Wildlife Service? | | | | | |
| c) Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | Less than significant impact | No | No | No | NA |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites? | Less than significant impact with mitigation incorporated | No | No | No | MM BIO-1a and MM BIO-1b |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | Less than significant impact with mitigation incorporated | No | No | No | MM BIO-1a, MM BIO-1b, MM BIO-2a, and MM BIO-2b |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan? | Less than significant impact with mitigation incorporated | No | No | No | MM BIO-1a, MM BIO-1b, MM BIO-2a, and MM BIO-2b |

# Discussion

### a) Special-status Species

**Would the project:** **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?**

***Prior FEIR Conclusions***

The Prior FEIR found that the project site supports habitat for special-status species, including burrowing owls and nesting birds, but does not support special-status plant species. To avoid potential impacts, MM BIO-1a and MM BIO-1b require protocol-level surveys for burrowing owls per CDFW guidelines and establishment of no-activity zones during nesting seasons. For nesting birds, pre-construction surveys are required if vegetation removal occurs between February 1 and August 31. If active nests are found, appropriate buffers must be established and monitored. These measures are designed to prevent nest abandonment and help to ensure reproductive success.

With no off-site utility improvements, Alternative 2 would avoid development in areas east of El Charro Road where sensitive biological resources are present, reducing the potential for impacts on wildlife and habitats. For this reason, biological impacts for Alternative 2 would be slightly lower than the County Project, though mitigation for the residential component would still be required. (Draft EIR, p. 6-13). Therefore, with respect to both the County Project and Alternative 2, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.3-26, 6-13).

***Proposed Project Analysis and Conclusion***

The proposed project would be constructed in the same location as the land studied in the Prior FEIR, which determined that special-status plant species were absent from the project site and, accordingly, found there were no impacts on special-status or rare plant species. The proposed project would have slightly fewer units than the County Project and would not involve the construction and operation of the substantial off-site utility infrastructure contemplated by the County Project, other than the bioretention area and detention basin. Therefore, the proposed project would result in less overall soil disturbance due to the updated project design. As such, impacts related to habitats of special-status plant and animal species would be slightly less than those of the County Project.

With respect to special-status wildlife, even though the proposed project would result in a reduced amount of ground disturbance due to the reduction of proposed dwelling units and off-site infrastructure, the proposed project would still be located in an area that supports habitat for special-status nesting birds and burrowing owls. As such, the proposed project would be required to implement MM BIO-1a and MM BIO-1b, which require protocol-level burrowing owl surveys, pre-construction nesting bird surveys, and avoidance of direct and indirect impacts on nests. With the implementation of these mitigation measures, impacts on special-status species would be less than significant. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**b) Riparian Habitat and Sensitive Natural Communities**

**Would the project: Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or United States Fish and Wildlife Service?**

***Prior FEIR Conclusions***

The Prior FEIR found that the eastern portion of the Study Area, east of El Charro Road, contains approximately 5.87 acres of Fremont poplar and mixed willow stands, as well as a drainage swale, which contains riparian habitat.[24] The Prior FEIR considered the location of an approximately 0.9-acre bioretention area under two design options. Design Option A would cluster the bioretention area directly east of the WWTP and south of the recycled water storage facility. Design Option B would locate the bioretention area southwest of the agricultural irrigation fields, adjacent to the east side of El Charro Road. The Prior FEIR determined that neither Design Option A nor Design Option B is expected to have direct or indirect impacts on the potential depressional wetland feature. However, under Design Option B, the proposed project may result in indirect impacts to the adjacent drainage swale and associated riparian vegetation due to the location of the proposed bioretention area.

[24] The Study Area is generally located south of Lakes I and H, and west of Cope Lake (part of the Zone 7 Water Agency Chain of Lakes), although there is a portion of the Study Area that bisects Lake I and Cope Lake. The Study Area consists of three Assessor's Parcel Numbers (APNs)—APN 946-4634-1, 946-4634-2, and 946-1350-3-10.

Therefore, under Design Option B, the County Project would be required to implement MM BIO-2a[25] and MM BIO-2b, which include obtaining a Construction General Permit from the RWQCB, preparing a Storm Water Pollution Prevention Plan (SWPPP), and implementing BMPs. Additional measures require installation of silt fencing and straw wattles, monitored by a qualified Biologist, and post-construction stormwater management to prevent pollution and hydromodification. Therefore, the Prior FEIR concluded that impacts with respect to any riparian habitat or other sensitive natural community would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.3-28, 6-13).

***Proposed Project Analysis and Conclusion***

Similar to the County Project, 5.87 acres of Fremont poplar and mixed willow stands, as well as a drainage swale, which contains riparian habitat, are located east of the project site. The proposed bioretention area and detention basin, to be located off-site east of the proposed residential development portion of the project site, would be in close proximity to the existing drainage swale and associated riparian vegetation. As such, the proposed project could result in pollutant loading, increased erosion and sedimentation, and trash or debris dispersal in the adjacent drainage swale. As such, MM BIO-2a and MM BIO-2b would still be required to reduce potentially significant impacts to sensitive riparian areas and water quality in the drainage swale. With the implementation of these mitigation measures, impacts on riparian habitats or other sensitive natural communities would be reduced to a less than significant level. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**c) Federally Protected Wetlands**

**Would the project: Have a substantial adverse effect on State or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project would avoid any direct or indirect impacts to State or federally protected waters and/or wetlands because the County Project would not impact the water quality of the potential depressional wetland within the eastern portion of the Study Area, which is the only potential jurisdictional feature within the project site. The closest proposed project component, a storm drain outfall, would be located more than 120 feet from the potential depressional wetland feature and would not result in direct or indirect impacts. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.3-35, 6-13).

[25] Note: The National Pollutant Discharge Elimination System (NPDES) was inadvertently misidentified as the "National Pollutant Discharge Effluent Standards" in MM BIO-2a of the Prior FEIR. MM BIO-2a, as detailed below, has been revised to correct this minor typographical error.

***Proposed Project Analysis and Conclusion***

Similar to the County Project, the proposed project is designed to avoid any direct and indirect impacts to State or federally protected waters and/or wetlands and would not significantly impact the water quality of the potential depressional wetland east of the project site. The proposed bioretention area and detention basin would be constructed at an adequate distance from the potential depressional wetland to avoid any significant adverse impacts. As such, impacts to State or federally protected wetlands would be less than significant, consistent with the impact conclusions set forth in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**d) Fish or Wildlife Movement**

**Would the project: Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?**

***Prior FEIR Conclusions***

The Prior FEIR found that the project site does not function as a critical wildlife movement corridor because the Study Area is surrounded by urban and industrial developments, man-made lakes with limited habitat value, and active roadways, which limit the potential for wildlife movement through the site, and no substantial wildlife nursery sites are present on-site.

Individual nesting birds have the potential to be present within disturbance distances seasonally, and construction activities, vegetation removal, and site disturbance could disrupt wildlife movement and nesting behavior. To address these concerns, MM BIO-1a and MM BIO-1b require pre-construction surveys for burrowing owls and nesting birds, establishment of appropriate buffer zones, and biological monitoring during construction. These measures are designed to prevent nest abandonment and ensure that wildlife movement and nursery functions are not impeded. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.3-35, 6-13).

***Proposed Project Analysis and Conclusion***

Similar to the analysis in the Prior FEIR, individual nesting birds have the potential of being present within disturbance distances seasonally. As such, implementation of MM BIO-1a and MM BIO-1b would be required to reduce impacts on nesting birds to less than significant levels. As such, the proposed project's impacts on wildlife movement and nursery sites would be less than significant with mitigation incorporated, consistent with the impact conclusions set forth in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### e) Conflict with Local Policies or Ordinances

**Would the project: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

***Prior FEIR Conclusions***

Local policies or ordinances protecting biological resources applicable to the County Project include the ECAP and the Alameda County Ordinance Code Chapter 12.11. The Prior FEIR determined that the County Project would be consistent with the ECAP through the implementation of MM BIO-1a and MM BIO-1b, as well as MM BIO-2a and MM BIO-2b, if Design Option B is selected, which would protect and preserve sensitive habitat and special-status species with the potential to occur within the Study Area. Additionally, the requirements set forth in Alameda County Ordinance Code Chapter 12.11, which details the County's Tree Preservation Guidelines, would be met as no trees stipulated as protected under the Chapter would be affected by the County Project. Therefore, with adherence to the Alameda County Ordinance Code, the ECAP, and implementation of MM BIO-1a and MM BIO-1b, as well as MM BIO-2a and MM BIO-2b, if Design Option B is selected, the County Project would not conflict with the County's local policies or ordinances. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, p. 3.3-36, 6-13).

***Proposed Project Analysis and Conclusion***

Given the proposed annexation, this Addendum considered local City policies or ordinances applicable to the proposed project, which include Goal 2, Policy 1 of the Conservation and Open Space Element of the City's General Plan, which serves to "preserve and enhance natural wildlife habitats and wildlife corridors"; the City's Urban Forest Master Plan; and Chapter 17.16 of the Municipal Code, which intends to preserve as many trees as possible throughout the City through staff review and the development review process.

The proposed project would meet the requirements of the General Plan through the implementation of MM BIO-1a and MM BIO-1b, as well as MM BIO-2a and MM BIO-2b, which would protect and preserve sensitive habitat and special-status species with the potential to occur within the Study Area. Additionally, Chapter 17.16 of the Municipal Code and the City's Urban Forest Master Plan, which set forth the City's Tree Preservation Guidelines, would be met as no trees stipulated as protected under the Chapter would be affected by the proposed project. By following the City's Tree Preservation Guidelines; complying with Goal 2, Policy 1 of the City's General Plan Conservation and Open Space Element; and the Urban Forest Master Plan; and implementing MM BIO-1a, MM BIO-1b, MM BIO-2a, and MM BIO-2b, the proposed project would not conflict with local policies or ordinances. Thus, impacts would be less than significant with mitigation, consistent with conclusions from the Prior FEIR.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### f) Habitat Conservation Plan/Natural Community Conservation Plan

**Would the project: Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State Habitat Conservation Plan?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the project site is located within the boundaries of the East Alameda County Conservation Strategy (EACCS).[26] The EACCS is a framework for guidance by regulatory agencies and does not include incidental take permits for threatened or endangered species, similar to those provided by a Habitat Conservation Plan. In addition to the mitigation measures outlined above, the Prior FEIR recommended that the County Project adhere to general avoidance and minimization measures identified in the EACCS with some modifications to reflect project-specific circumstances. Implementation of the avoidance measures and MM BIO-1a and MM BIO-1b, as well as MM BIO-2a and MM BIO-2b if Design Option B is selected, would mitigate all potentially significant biological impacts to a less than significant level and ensure that the County Project would ensure there is no conflict with the EACCS. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.3-37, 6-13).

***Proposed Project Analysis and Conclusion***

Similar to the County Project, the proposed project would be required to implement MM BIO-1a and MM BIO-1b, as well as MM BIO-2a and MM BIO-2b. The proposed project would also be required to adhere to the general avoidance and minimization measures identified in the EACCS, such as EACCS Measure GEN-05, which requires that vehicles and equipment be parked on pavement, existing roads, and previously disturbed areas to the extent practicable. Implementation of applicable avoidance and minimization measures, and MM BIO-1a, MM BIO-1b, MM BIO-2a, and MM BIO-2b, would mitigate all potentially significant biological impacts to a less than significant level and ensure that the proposed project would not be in conflict with the EACCS, consistent with the impact conclusions set forth in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

## Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe impacts to biological resources compared to those previously analyzed since it was considered in the Prior FEIR. Under this option, ground disturbance would be reduced as compared to the City Stormwater Option because the detention basin, pump facilities, and storm drain force main would not be constructed. Accordingly, potential impacts associated with ground disturbance would be incrementally reduced. Treated stormwater would continue to be managed through the proposed bioretention facilities and would be discharged to naturally drain toward Cope Lake, subject to Zone 7's approval. This option

[26] Although the project site is not within the boundaries of a Habitat Conservation Plan, the EACCS was treated as one for the purposes of this analysis.

would not introduce a new mechanism for direct disturbance to aquatic habitat, shoreline vegetation, or aquatic species. Therefore, consistent with the impact conclusions in the Prior FEIR, this option would not increase the potential for impacts to sensitive habitats or special-status species and would remain subject to all applicable water quality treatment and regulatory requirements as well as all mitigation identified in the Prior FEIR. Accordingly, biological resource impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

**MM BIO-1a Burrowing Owl**

- To avoid potential impacts to active burrowing owl nests and adult owls, a qualified Biologist shall conduct protocol-level burrowing owl surveys in accordance with the California Department of Fish and Wildlife (CDFW) 2012 Staff Report.
- If an active nest is identified near a proposed work area and work cannot be conducted outside of the nesting season (March 15 to September 1), a no-activity zone will be established by a qualified Biologist. The no-activity zone shall be large enough to avoid nest abandonment and shall, at a minimum, be a 250-feet radius from the nest.
- If the burrowing owls are present at the site during the nonbreeding period, a qualified Biologist shall establish a no-activity zone of at least 150 feet.
- If an effective no-activity zone cannot be established in either case, an experienced burrowing owl Biologist shall develop a site-specific plan (i.e., a plan that considers the type and extent of the proposed activity, the duration and timing of the activity, the sensitive and habituation of the owls, and the dissimilarity of the proposed activity with background activities) to minimize the potential to affect the reproductive success of the owls.

**MM BIO-1b Protection of Active Bird Nests (includes pre-construction survey and implementation of avoidance buffer, if found).**

1. Removal of trees shall be limited to only those necessary to construct the proposed project as reflected in the relevant project approval documents.
2. If the proposed project requires vegetation to be removed during the nesting season (February 1 to August 31), pre-construction surveys shall be conducted no more than 7 days prior to the start of ground or vegetation disturbance (including tree removal) to determine whether or not active nests are present.
3. If an active nest is located during pre-construction surveys, a qualified Biologist shall determine an appropriately sized avoidance buffer based on the species and anticipated disturbance level. (The California Department of Fish and Wildlife [CDFW] recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors.) A qualified Biologist shall delineate the avoidance buffer using Environmentally Sensitive Area fencing, pin flags, and/or

yellow caution tape. The buffer zone shall be maintained around the active nest site(s) until the young have fledged and are foraging independently. No construction activities or construction foot traffic is allowed to occur within the avoidance buffer(s).

4. The qualified Biologist shall monitor the active nest during construction activities and modify the protection zone accordingly to prevent project-related nest disturbance, until the young have fledged.

**MM BIO-2a Avoidance and Minimization of Indirect Temporary Impacts to Water Quality and Riparian Vegetation (Design Option B)**

The project applicant shall obtain a Construction General Permit from the Regional Water Quality Control Board (RWQCB) if Design Option B is selected. The applicant shall ensure that the project Civil Engineer prepares all required stormwater planning documents consistent with the requirements of the RWQCB (e.g., a Storm Water Pollution Prevention Plan [SWPPP] that complies with current National Pollutant Discharge Elimination System [NPDES]; Best Management Practices [BMPs] to control the pollutants in stormwater runoff; and/or a Storm Water Management Plan [SWMP]) shall be developed and integrated into the project plan.

**MM BIO-2b Avoidance and Minimization of Indirect Permanent Impacts to Water Quality and Riparian Vegetation (Design Option B)**

Prior to construction the applicant shall install silt fencing including the placement of straw wattles between all construction areas and the adjacent drainage swales to avoid impacts to water quality by grading and construction if Design Option B is selected. A qualified Biologist shall be on-site to monitor the installation of fencing. Fencing shall be in place and regularly maintained during project implementation.

The project applicant shall install post-construction stormwater management measures and establish a long-term maintenance plan. This requirement is intended to ensure that the post-construction conditions at the Study Area do not cause or contribute to direct or indirect water quality impacts (i.e., pollution and/or hydromodification) upstream and downstream. Specifically, the discharger shall demonstrate compliance with the post-construction standards set forth in the General Permit.

# Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to biological resources. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **V. Cultural and Tribal Cultural Resources** *Would the project:* | | | | | |
| a) Cause a substantial adverse change in the significance of a historical resource as pursuant to Section 15064.5? | No impact | No | No | No | NA |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | Less than significant impact with mitigation incorporated | No | No | No | MM CUL-2a, MM CUL-2b |
| c) Disturb any human remains, including those interred outside of formal cemeteries? | Less than significant impact with mitigation incorporated | No | No | No | MM CUL-3 |
| *Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:* | | | | | |
| d) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or | Less than significant impact with mitigation incorporated | No | No | No | MM CUL-2a, MM CUL-2b, MM CUL-3 |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| e) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe. | Less than significant impact with mitigation incorporated | No | No | No | MM CUL-2a, MM CUL-2b, MM CUL-3 |

# Discussion

### a) Historical Resources

**Would the project: Cause a substantial adverse change in the significance of a historical resource as pursuant to Section 15064.5?**

***Prior FEIR Conclusions***

The Prior FEIR determined that no historical resources listed or eligible for listing in the California Register of Historical Resources (CRHR) or local registers were present within the project site. A records search and field survey did not identify any built environment features or structures of

historical significance. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.4-24; 6-14).

***Proposed Project Analysis and Conclusion***

As described in the Prior FEIR, records search results conducted at the Northwest Information Center (NWIC) identified three historic resources (P-01-000193, P-01-001783, and P 01-002190) located within the 0.5-mile records search radius around the project site. However, similar to the County Project, these resources are not located within the project site or the limit of disturbance areas, nor would they be adversely impacted by the proposed project. Additionally, no historic resources were encountered during the pedestrian field survey conducted as part of the Prior FEIR. As such, because the proposed project would be constructed in the same location as the County Project albeit with less overall ground disturbance, the results of the record searches and community survey conducted under the Prior FEIR would still apply to the proposed project. Therefore, the proposed project would not have a significant adverse impact on historic era built environment resources. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**b) Archaeological Resources**

**Would the project: Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?**

***Prior FEIR Conclusions***

As described in the Prior FEIR, record search results from the NWIC did not identify any prehistoric archaeological resources located within the project site or within the 0.5-mile search radius around the project site. Additionally, the Sacred Lands File search conducted by the Native American Heritage Commission (NAHC) was negative for Tribal Cultural Resources (TCRs) within the project site. However, the Prior FEIR found that the project site has the potential to contain buried archaeological resources because the project site and limit of disturbance areas are situated on undivided Holocene and/or earlier Pleistocene deposits that have the potential to contain archaeological resources.

Although no archaeological resources were encountered during the field survey, MM CUL-2a and MM CUL-2b require a Worker Environmental Awareness Program (WEAP) training for construction personnel and outline procedures for halting work near the find and consulting a qualified Archaeologist if resources are discovered during ground disturbance. These measures would ensure that any inadvertently encountered significant archaeological resources are properly identified and treated. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.4-24, 6-14).

***Proposed Project Analysis and Conclusion***

The proposed project would be constructed in the same location as the County Project; therefore, the results of the record searches and the pedestrian field survey conducted under the Prior FEIR would

still apply. However, because the proposed project would reduce the overall scope and nature of off-site improvements compared to the County Project, the area where archaeological resources could be affected would be reduced compared to the County Project. While mitigation for inadvertent discovery would still be required, the overall potential for impact would be lower than the County Project although the impact conclusion (less than significant with mitigation) would be the same. As such, the proposed project would require the implementation of MM CUL-2a and MM CUL-2b to reduce potential impacts to archaeological resources that may be discovered during project construction. Fulfillment of these mitigation measures would likewise comply with Program 5.3 of the City's General Plan Conservation and Open Space Element, which requires imposition of a COA to require cessation of all construction and grading activities within the vicinity of any discovered prehistoric or historic artifacts, or other indications of cultural resources, until any such find is evaluated by a qualified professional Archaeologist, and appropriate mitigation is approved by the City. With the implementation of MM CUL-2a and MM CUL-2b, impacts related to archaeological resources would be less than significant, consistent with the impact conclusions of the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### c) Human Remains

**Would the project: Disturb any human remains, including those interred outside of formal cemeteries?**

***Prior FEIR Conclusions***

The Prior FEIR acknowledged that, while no formal cemeteries or areas containing human remains are known to be in the project vicinity, the possibility always exists that construction-related ground disturbance may uncover previously undiscovered human remains. In the unlikely event such a discovery is made, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and Section 5097.98 must be followed. MM CUL-3 outlines procedures in accordance with Public Resources Code Section 5097.98, including contacting the County Coroner and, if remains are determined to be Native American, notifying the NAHC. The Most Likely Descendant (MLD) would be consulted regarding appropriate treatment pursuant to the identified mitigation and applicable State law. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.4-26, 6-14).

***Proposed Project Analysis and Conclusion***

Similar to the analysis of the County Project, no formal cemeteries or areas containing human remains are known to be in the project vicinity. However, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and 5097.98 would still be followed under the proposed project. In addition to compliance with applicable laws and regulations, implementation of MM CUL-3 would still be required and would reduce potential impacts to previously undiscovered human remains to a less than significant level, consistent with the impact conclusion in the Prior FEIR. Therefore, the proposed project would not introduce new significant

impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### d) Listed or Eligible Tribal Cultural Resources

**Would the project:** **Cause a substantial adverse change in the significance of a Tribal Cultural Resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?**

***Prior FEIR Conclusions***

The Prior FEIR detailed that records search results from the NWIC indicate that three historic resources are located within 0.5 mile of the project site and the limit of disturbance areas, and a review of the NAHC Sacred Lands File search was negative for recorded TCRs within the project site. Consistent with requirements under CEQA, a letter containing project information requesting any additional information and consultation regarding TCRs was sent to each Tribal representative on February 27, 2023. No responses were received. As of the writing of the Prior FEIR, no TCRs listed or eligible for listing were identified within the project site. Nevertheless, inadvertent discovery of TCRs is always possible. Should TCRs be discovered during ground disturbance activities, implementation of MM CUL-2a, MM CUL-2b, and MM CUL-3 would reduce potential impacts on TCRs to a less than significant level. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.4-28, 6-14).

***Proposed Project Analysis and Conclusion***

Because the proposed project would be constructed in the same location as the County Project, the results of the record searches and the pedestrian field survey conducted under the Prior FEIR would still apply. However, the proposed project would reduce the overall scope and nature of off-site improvements compared to the County Project, reducing the area where TCRs could be affected.

On February 18, 2026, the City sent out Tribal consultation letters pursuant to Senate Bill (SB) 18, which requires Tribal consultation for projects proposing a General Plan Amendment, to identify additional significant TCRs meeting the criteria set forth in subdivision (c) of the Public Resources Code Section 5024.1.[27] Tribes have 90 days to respond and request consultation, (i.e., until May 18,

[27] Assembly Bill (AB) 52 consultation requirements under Public Resources Code §21080.3.1 apply to projects subject to CEQA that may affect Tribal Cultural Resources (TCRs); however, Section 21080.3.1(a) applies only to negative declarations, mitigated negative declarations and environmental impact reports and is not applicable to this addendum. Therefore, AB 52 consultation is not required for this addendum. In contrast, SB 18 consultation requirements under Government Code Section 65352.3 apply to adoption or amendment of a general plan. Because the proposed General

2026). A response was received from Wilton Rancheria on March 17, 2026, stating that the Tribe did not have any comments and did not wish to open consultation at this time. The Lisjan Nation responded on March 17, 2026, requesting additional information related to the proposed project. The City provided additional information in response to their request, and the Tribe did not request any further consultation. No other responses were received pursuant to SB 18 consultation requirements.

The proposed project would still require the implementation of MM CUL-2a, MM CUL-2b, and MM CUL-3 to reduce potential impacts on TCRs to a less than significant level. As such, the proposed project's impacts related to TCRs would be less than significant with mitigation, consistent with the impact conclusions of the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### e) Lead Agency Determined Tribal Cultural Resources

**Would the project:** **Cause a substantial adverse change in the significance of a Tribal Cultural Resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?**

#### *Prior FEIR Conclusions*

The Prior FEIR found that no TCRs were identified during Tribal consultation or field investigations. Nonetheless, given that inadvertent discovery of TCRs during construction activities is always possible, the Prior FEIR identified MM CUL-2a, MM CUL-2b, and MM CUL-3, which would apply to ensure appropriate evaluation and treatment if such resources are discovered during construction. With respect to Alternative 2, ground disturbance would be less than that of the County Project, reducing the area where archaeological or TCRs could be affected. While mitigation for inadvertent discovery would still be required, the overall potential for impact would be lower than the County Project. (Draft EIR, p. 6-14). Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.4-28, 6-14).

#### *Proposed Project Analysis and Conclusion*

Because the proposed project would be constructed in the same location as the County Project, the findings of the Tribal consultation and field investigations conducted under the Prior FEIR would still apply. Additionally, as described above, the City completed Tribal consultation pursuant to SB 18. A response was received from Wilton Rancheria on March 17, 2026, stating that the Tribe did not have any comments and did not wish to open consultation at this time. The Lisjan Nation responded on

Plan Amendment was not previously triggered by the County Project, SB 18 consultation with California Native American Tribes is required prior to its adoption by the City.

March 17, 2026, requesting additional information related to the proposed project. The City provided additional information in response to their request, and the Tribe did not request any further consultation. No other responses were received pursuant to SB 18 consultation requirements.

The proposed project would still require the implementation of MM CUL-2a, MM CUL-2b, and MM CUL-3 to reduce potential impacts on any previously undiscovered TCRs to a less than significant level. As such, the proposed project's potential to cause a substantial adverse change in the significance of a Lead Agency-determined TCR would be less than significant with mitigation, consistent with the impact conclusions of the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe impacts to cultural resources compared to those previously analyzed since it was considered in the Prior FEIR. Under this option, ground disturbance, and related potential impacts, would be incrementally reduced as compared to the City Stormwater Option because the detention basin, pump facilities, and storm drain force main would not be constructed. This option would not involve new areas of grading or excavation beyond the approved project footprint and would not affect known or unknown archaeological resources, historic resources, or TCRs. All previously adopted cultural resource avoidance and inadvertent discovery measures would continue to apply. Accordingly, impacts to cultural resources would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

**MM CUL-2a** Prior to the initiation of construction activities, all construction personnel directly involved with project-related ground disturbance within the residential project site and off-site improvement areas, both west and east of El Charro Road, attend a "tailgate" Worker Environmental Awareness Program (WEAP) training for archaeological resources. The training should include visual aids, a discussion of applicable laws and statutes relating to archaeological resources, types of resources that may be found within the limit of disturbance areas, and procedures to be followed in the event such resources are encountered. The training should be conducted by an Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology. FirstCarbon Solutions (FCS) recommends that a qualified Archaeologist who meets the Secretary of Interior's Professional Qualification Standards for Archaeology be present to monitor during the clearing and grubbing phases of ground disturbance within the limit of disturbance areas east of El Charro Road to check for the inadvertent exposure of cultural materials. In the event exposed soils indicate cultural materials may be present, this may be followed by regular or periodic archaeological monitoring as determined by the Archaeologist, but full-time archaeological monitoring is not recommended at this time.

### Implementing Measure for MM CUL-2a

In addition to the WEAP training prescribed in MM CUL-2a, upon annexation of the proposed project into the City of Pleasanton (City), a qualified Archaeologist who meets the Secretary of Interior's Professional Qualification Standards for Archaeology shall be present to monitor during the clearing and grubbing phases of ground disturbance within the limit of disturbance areas east of El Charro Road to check for the inadvertent exposure of cultural materials. In the event exposed soils indicate cultural materials may be present, the qualified Archaeologist shall determine if regular or periodic archaeological monitoring is required and shall monitor as determined necessary.

**MM CUL-2b** In the event that buried cultural resources are discovered during construction, operations shall stop within a 100-foot radius of the find and a qualified Archaeologist shall be consulted to determine whether the resource requires further study. The qualified Archaeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with CEQA Guidelines Section 15064.5. Potentially significant cultural resources consist of, but are not limited to, stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. Any previously undiscovered resources found during construction within the project area should be recorded on appropriate California Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA criteria.

If the resources are determined to be unique historic resources as defined under Section 15064.5 of the CEQA Guidelines, mitigation measures shall be identified by the Archaeological Monitor and recommended to the Lead Agency. Appropriate mitigation measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds.

No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study.

**MM CUL-3** In the event of an accidental discovery or recognition of any human remains, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

1. There shall be no further excavation or disturbance of the site where human remains are discovered and/or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine

whether the remains are Native American and if an investigation of the cause of death is required. If the Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resources Code Section 5097.98, or

2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project area in a location not subject to further subsurface disturbance:
   - The NAHC is unable to identify an MLD, or the MLD failed to make a recommendation within 48 hours after being notified by the commission.
   - The descendant identified fails to make a recommendation; or
   - The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to cultural resources and TCRs. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **VI. Energy** *Would the project:* | | | | | |
| a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? | Less than significant impact | No | No | No | NA |
| b) Conflict with or obstruct a State or local plan for renewable energy or energy efficiency? | Less than significant impact | No | No | No | NA |

# Discussion

### a) Energy Use

**Would the project: Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

***Prior FEIR Conclusions***

*Construction*

According to the Prior FEIR, the County Project would result in the consumption of approximately 208,890 gallons of diesel fuel over the entire construction duration and a combined approximately 153,833 gallons of gasoline and diesel for vehicle travel during construction. However, compliance with California Code of Regulations, Title 13, Sections 2449(d)(3) and 2485, which limit idling from both on-road and off-road diesel-powered equipment, would result in fuel savings. Additionally,

construction of the County Project would involve the use of construction lighting, field services (office trailers), and electrically driven equipment such as pumps and other tools. According to the Prior FEIR, the use of such equipment would not be wasteful with adherence to Section 6.60.070 of the Alameda County Municipal Code, which limits construction, erection, alteration, repair, addition, movement, demolition, or improvement to any building or structure outside of the County's standard permissible hours for construction (7:00 a.m. to 7:00 p.m. on any day except Saturday or Sunday and 8:00 a.m. to 5:00 p.m. on Saturday or Sunday).

*Operation*

According to the Prior FEIR, the County Project's operation would consume an estimated 1,729,121 kWh of electricity and an estimated 8,967,053 kilo-British Thermal Unit (kBTU) of natural gas on an annual basis. For comparison, the County's total electricity consumption in 2022 was approximately 10,395,384,395 kWh. Therefore, the County Project's electrical consumption represents approximately 0.017 percent of the County's total 2022 electric consumption. The Prior FEIR found that the County's total natural gas consumption in 2022 was approximately 37,730,978,800 kBTU. Therefore, the County Project's natural gas consumption represents approximately 0.023 percent of the County's total 2022 natural gas consumption. Thus, the Prior FEIR determined that the County Project would represent a nominal percentage of the County's total electrical and natural gas consumption during operation.

The County Project would also be required to include solar in compliance with Alameda County Municipal Code Title 15, Buildings and Construction; Alameda County Municipal Code Chapter 15.08.010 indicates the County adopted California Code of Regulations Title 24, Part 6 (Energy Code) standards for residential buildings. Title 24 standards include a broad set of energy conservation requirements that apply to the structural, mechanical, electrical, and plumbing systems in a building. For example, the Title 24 Lighting Power Density requirements define the maximum wattage of lighting that can be used in a building based on its square footage. Title 24 standards, widely regarded as the most advanced energy efficiency standards, would help reduce the amount of energy required for lighting, water heating, and heating and air conditioning in buildings and promote energy conservation. Compliance with these policies would ensure that building energy consumption would not result in the use of energy in a wasteful, inefficient, or unnecessary manner.

According to the Prior FEIR, based on energy use estimations contained within the CalEEMod output files used to estimate the County Project's generation of GHG emissions, County Project-related vehicle trips would result in approximately 6 million Vehicle Miles Traveled (VMT) and consume an estimated 226,453 gallons of gasoline and diesel combined, annually.

The Prior FEIR determined that the County Project would not result in wasteful or inefficient energy use as detailed more fully therein and summarized as follows. During construction, energy would be consumed primarily through fuel use in construction equipment and vehicles. The County Project would comply with applicable energy efficiency regulations, including California Building Code Title 24 and California Green Building Standards Code (CALGreen) standards. Operational energy use would include electricity and natural gas for residential units, lighting, and water infrastructure. The project

design incorporates energy-efficient appliances, lighting, and building materials. Additionally, the County Project would include pre-wiring for future conversion to all-electric systems. Further, alternative transit options in the project vicinity would encourage the reduction of personal vehicle fuel consumption. With respect to Alternative 2, energy use associated with construction and operation would be reduced due to the elimination of off-site utility improvements, though the residential component would remain unchanged. Direct energy impacts of Alternative 2 would be slightly less than those of the County Project. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.5-13, 6-14).

***Proposed Project Analysis and Conclusion***

*Construction*

The proposed project would involve a similar construction duration and would result in similar, if not slightly reduced, construction intensity as compared to the County Project, as it would reduce the amount of proposed dwelling units and the scope and nature of off-site improvements. The proposed project would also require substantially the same construction equipment and practices as the County Project. It is reasonable to assume that the overall construction schedule and process would be designed to be as efficient as commercially practicable to avoid excess monetary costs. This assumption is consistent with established principles in construction and project management, which emphasize schedule optimization and cost control through techniques such as critical path method and resource allocation.[28] For example, private development considerations such as coordination for the use of equipment and fuel take into account efficiency opportunities due to the added expense associated with inefficient, duplicative, and/or wasteful renting, maintaining, and fueling equipment. Therefore, the opportunities for further future efficiency gains during construction are limited. Accordingly, consistent with the impact conclusions of the Prior FEIR, it is anticipated that the construction activities associated with the proposed project would not result in wasteful, inefficient, and unnecessary consumption of energy.

Similar to the County Project, the proposed project would involve the use of construction lighting, field services (office trailers), and electrically driven equipment such as pumps and other tools during construction. However, similar to the conclusions of the Prior FEIR, the proposed project's use of such equipment would not be wasteful, as construction of the proposed project would be limited to the permitted City hours of 8:00 a.m. to 5:00 p.m. Monday through Friday per the City's Standard Specifications and Details.[29] Therefore, similar to the County Project and the impact conclusions of the Prior FEIR, the proposed project would result in less than significant energy impacts related to construction.

*Operation*

The proposed project would be substantially similar to the County Project, though with fewer proposed dwelling units and a substantial reduction in the nature and scope of off-site improvements. As such, it is likely that the proposed project would result in substantially similar, if not slightly less,

[28] Daniel W. Halpin., & Bolivar A. Senior. (2010). Construction Management (4th edition). John Wiley & Sons.

[29] This construction schedule is consistent with the air quality modeling.

electricity and natural gas consumption as compared to the County Project. According to the Energy Element of the General Plan, the City's estimated energy demand for 2025 is 854.8 million kWh, while estimated natural gas demand for 2025 is 25.8 million therms, or 2.6 billion kBTU. As described above, the County Project was projected to generate approximately 1,729,121 kWh of electricity and 8,967,053 kBTU of natural gas. As such, the energy consumption calculated for the County Project would constitute approximately 0.2 percent of the City's estimated energy demand in 2025, and the natural gas consumption calculated for the County Project would constitute approximately 0.3 percent of the City's estimated natural gas demand for 2025. As such, the County Project's projected energy and natural gas consumption would represent a negligible contribution to overall City demand and is not expected to result in a substantial or adverse impact on regional energy or natural gas supplies.

In addition, City Municipal Code Chapter 20.08 adopts by reference the then-current edition of the California Code of Regulations Title 24 Parts 1 through 12, which includes Part 6 (Energy Code) standards for residential buildings and Part 11 (CALGreen Standards). Similar to the County Project, the proposed project would be required to comply with applicable Title 24 standards, which would help reduce the amount of energy required for lighting, water heating, and heating and air conditioning in buildings and promote energy conservation. Compliance with these State and local laws and regulations would ensure that building energy consumption under the proposed project would not result in the use of energy in a wasteful, inefficient, or unnecessary manner. Operational energy would also be consumed during vehicle trips associated with the proposed project. Fuel consumption would be primarily related to vehicle use by residents and visitors associated with the proposed project. Given the reduced scope of development contemplated by the proposed project, it is reasonable to conclude that it would result in substantially similar, if not slightly reduced, VMT and gasoline and diesel consumption as compared to the County Project.

The proposed project is located in an urbanized area that is well supported by public transit. Regional and local access to the project site is provided via Busch Road, which is adjacent to the south of the project site. Furthermore, LAVTA provides bus transit services through the Wheels bus service. Wheels operates Routes 10R, 605, and 608 within 0.5 mile of the project site.[30,31] However, Routes 605 and 608 provide only morning and afternoon school services._ The closest bus stops to the project site are Martin Avenue and Mohr Avenue, and Stanley Boulevard and Valley Avenue, approximately 0.3 mile northwest and 0.45 mile southwest of the project site, respectively. The ACE Rail is a regional rail transit service that runs approximately 0.33 mile south of the project site and provides connections throughout the County from San José to Stockton.[32] The Pleasanton ACE Rail station is located approximately 2.10 miles southwest of the project site at 4950 Pleasanton Avenue. Finally, BART is a regional rail transit service that operates within the County and provides

[30] Livermore-Amador Valley Transit Authority (LAVTA). 2025. Wheels System Map. Website: https://www.wheelsbus.com/wp-content/uploads/2025/10/System-Map-Brochure-2025-CIRCA-production-MC2-WEB.pdf. Accessed March 10, 2026.

[31] Although certain transit stops are located within approximately 0.5 mile of the project site when measured as a straight-line ("as-the-crow-flies") distance, the actual pedestrian travel distance exceeds 0.5 mile due to the absence of direct walking routes and the need to follow the existing street and path network.

[32] ACE Rail. 2026. Schedules. Website: https://acerail.com/schedules/. Accessed March 10, 2026.

connections to Contra Costa, San Francisco, and San Mateo counties. The Dublin/Pleasanton BART Station is approximately 2.60 miles northwest of the project site. These available and readily accessible alternative transit options would further encourage the reduction of VMT and the related personal vehicle fuel consumption. Thus, transportation fuel consumption would not be wasteful, inefficient, or unnecessary. Consistent with the impact conclusions in the Prior FEIR, impacts would be less than significant.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### b) Energy Efficiency and Renewable Energy Standards Consistency

**Would the project: Conflict with or obstruct a State or local plan for renewable energy or energy efficiency?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project would not conflict with any State or local energy plans. The County Project would be required to comply with the applicable Title 24 Energy Efficiency Standards and CALGreen requirements as adopted under Alameda County Municipal Code Title 15. The County Project would incorporate energy conservation features and comply with applicable energy efficiency standards, and the electricity provider, PG&E, meets the State's current objectives for renewable energy sources. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.5-17, 6-14).

***Proposed Project Analysis and Conclusion***

The proposed project would be substantially similar to the County Project, though with fewer proposed dwelling units and a substantial reduction in the scope and nature of off-site improvements. Similar to the County Project, the proposed project would be required to comply with the applicable Title 24 Energy Efficiency Standards and CALGreen requirements—for example, and among others, EV charging infrastructure and solar requirements as adopted by Municipal Code Chapter 20.08.

Ava Community Energy (Ava) would provide electricity generation services for the proposed project, while PG&E would provide transmission and delivery services. In 2024, Ava obtained 62 percent of its electricity from renewable energy sources, while the remaining electricity was sourced from large hydroelectric (34 percent), and fossil fuels (4 percent).[33] Ava also offers a Renewable 100 option that sources 100 percent of its power mix from eligible renewable energy sources.

The proposed project's electricity provider is required to meet the State's mandate that electricity retail sellers procure a minimum of 33 percent of their retail electricity sales from eligible renewable energy resources, as required by the Renewables Portfolio Standard (RPS) provisioned in SB 350, as

[33] California Energy Commission (CEC). 2024. Power Content Label. Website: https://www.energy.ca.gov/filebrowser/download/9427. Accessed April 14, 2026.

discussed in the Regulatory Framework of the Prior FEIR.[34] The proposed project's electricity provider would also be required to meet the State's future objective of 60 percent of in-State electricity sales being generated from renewable energy sources by 2030. As such, the proposed project would not conflict with or obstruct the applicable plan for renewable energy or energy efficiency. Impacts would be less than significant.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe impacts related to energy use compared to those previously analyzed since it was previously considered in the Prior FEIR. Under this option, construction of the detention basin, pump facilities, and storm drain force main would be eliminated (as compared to the City Stormwater Option), thereby reducing construction-related energy consumption associated with grading, equipment operation, and material transport. In addition, the option would avoid the ongoing energy demand associated with the operation of pump facilities. Accordingly, consistent with the impact conclusions in the Prior FEIR, the Zone 7 Stormwater Option would not increase energy consumption or conflict with applicable energy conservation plans, and energy impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to energy. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

[34] Note that the percentages above do not reflect compliance with the Renewables Portfolio Standard (RPS), which measures the use of tracking instruments called Renewable Energy Credits over the course of multi-year compliance periods. Renewable Energy Credits that are purchased separately from the renewable energy can be used for RPS compliance, but they do not factor into the power mixes or GHG emissions intensities above.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **VII. Geology, Seismicity, and Soils** *Would the project:* | | | | | |
| a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | Less than significant impact with mitigation incorporated | No | No | No | MM GEO-1 |
| ii) Strong seismic ground shaking? | Less than significant impact with mitigation incorporated | No | No | No | MM GEO-1 |
| iii) Seismic-related ground failure, | Less than significant impact with | No | No | No | MM GEO-1 |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| including liquefaction? | mitigation incorporated | | | | |
| iv) Landslides? | Less than significant impact with mitigation incorporated | No | No | No | MM GEO-1 |
| b) Result in substantial soil erosion or the loss of topsoil? | Less than significant impact | No | No | No | NA |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | Less than significant impact with mitigation incorporated | No | No | No | MM GEO-1 |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct | Less than significant impact with mitigation incorporated | No | No | No | MM GEO-1 |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| or indirect risks to life or property? | | | | | |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? | Less than significant impact | No | No | No | NA |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | Less than significant impact with mitigation incorporated | No | No | No | MM GEO-6 |

# Discussion

**a-d) Earthquake Hazards; Erosion; Unstable Soils or Geologic Units; Expansive Soils**

**Would the project:**

**a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving: (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; (ii) Strong Seismic Ground Shaking; (iii) Seismic-related ground failure, including liquefaction; or (iv) Landslides?**

**b) Result in substantial soil erosion or the loss of topsoil?**

**c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landsliding, lateral spreading, subsidence, liquefaction, or collapse?**

**d) Be located on expansive soil, creating substantial direct or indirect risks to life or property?**

***Prior FEIR Conclusions***

*Earthquake Hazards (Threshold (a)(i-iv))*

The Prior FEIR found that the project site is not located within an Alquist-Priolo Earthquake Fault Zone (EFZ), and no evidence of active or historic faulting was observed on or near the project site. The nearest active fault is the Calaveras Fault, approximately 4.4 miles to the southwest. While the project site is in a seismically active region, the preliminary geotechnical reports concluded that the project site is suitable for development with appropriate design measures. Liquefaction potential is considered negligible due to soil type and groundwater depth (at least 45 feet below ground surface), although Association of Bay Area Governments (ABAG) mapping identifies moderate susceptibility. Landslide risk is low, with no mapped landslides or landslide zones on or near the project site.

MM GEO-1 requires a design-level geotechnical study to address site-specific hazards and incorporate recommendations into project design and construction. With respect to Alternative 2, the Prior FEIR determined that soil disturbance and grading would be reduced by approximately 38 acres compared to the County Project, lowering the potential for geotechnical impacts. Required mitigation for geotechnical hazards would still apply, but overall impacts would be less. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.6-17, 6-14).

*Erosion (Threshold (b))*

The Prior FEIR determined that while construction activities could disturb soils and potentially lead to erosion, the County Project would be subject to compliance with the National Pollutant Discharge Elimination System (NPDES) permit requirements. A SWPPP would be implemented, including BMPs

to control erosion and sedimentation during construction. Compliance with the County's grading and erosion control ordinance would further reduce potential impacts. Therefore, based on compliance with applicable laws and regulations, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, p. 3.6-19).

*Unstable Soils or Geologic Units (Threshold (c))*

The Prior FEIR found that the project site includes deep fill materials from past quarry operations, with depths ranging from 22 to 162 feet depending on location. These materials vary in stiffness and density, and some areas contain loose or soft soils. However, the preliminary geotechnical reports concluded that the potential for liquefaction and other ground failures is low. MM GEO-1 would ensure that site-specific engineering recommendations are incorporated into project design and construction to address any instability risk. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, p. 3.6-20).

*Expansive Soils (Threshold (d))*

The Prior FEIR identified that the lean clay fill on the project site has moderate to high expansion potential. Expansive soils can cause damage to foundations and infrastructure due to volume changes with moisture fluctuations. MM GEO-1 would require design-level recommendations to address expansive soils, including foundation design and ground improvement techniques, to be incorporated into the project design and construction. Implementation of this mitigation measure would also ensure that development associated with the County Project would be designed in compliance with the recommendations provided in a Design-level Geotechnical Report, to appropriately address any potentially significant impacts related to expansive soil. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, p. 3.6-21).

***Proposed Project Analysis and Conclusion***

The project site location and boundaries of the proposed project would be consistent with the project site and off-site areas evaluated in the Prior FEIR. Therefore, the geologic and soil features in the Prior FEIR for the County Project would be the same for the proposed project. For purposes of potential erosion impacts under Threshold (b), consistent with the analysis in the Prior FEIR, the proposed project would be required to adhere to all applicable laws and regulations, including without limitation, those relating to compliance with NPDES permitting and preparation and implementation of an approved SWPPP, including BMPs to control erosion and sedimentation during construction. Compliance with the County's grading and erosion control ordinance would further reduce potential impacts. Therefore, based on compliance with applicable laws and regulations, and consistent with the Prior FEIR's impact conclusions, impacts in this regard would be less than significant.

With respect to the items under Thresholds (a), (c), and (d), consistent with the analysis and conclusions set forth in the Prior FEIR for the County Project, the proposed project would be required to implement MM GEO-1, which would ensure that the proposed structures adhere to the implementation of site-specific engineering measures recommended by a Design-level Geotechnical Report, reducing potential impacts to less than significant. The Design-level Geotechnical Report

prepared for the proposed project by ENGEO Incorporated can be found in Appendix A; it contains site-specific recommendations for project design and construction that the proposed project would be required to implement. Additionally, ENGEO Incorporated prepared a response to geotechnical peer review comments provided by the City (Appendix A). No new geologic hazards were identified as a result of the peer review process. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### e) Septic Tanks

**Would the project: Have soils incapable of supporting the use of septic tanks or other alternative wastewater disposal systems where sewers are not available?**

***Prior FEIR Conclusions***

The Prior FEIR confirmed that the County Project would include the development of a WWTP on approximately 1 acre. The WWTP would be a package membrane bioreactor WWTP that would treat approximately 50,000 gallons per day (gpd) of wastewater. The WWTP would include an influent pump station, a headworks facility, odor control, a membrane bioreactor facility, ultraviolet disinfection, an effluent and recycled water pump station and pipelines, solids handling, a chemical facility, administration, laboratory, operations, and maintenance. The proposed WWTP would not rely on subsurface disposal and would produce disinfected tertiary recycled water as defined in California Code of Regulations, Title 22, Section 60301.230. All recycled water discharged from the WWTP would be treated pursuant to applicable State laws and regulations, and the project applicant would be required to file a Notice of Intent under the Statewide General Recycled Water Order. With respect to Alternative 2, the Prior FEIR determined that construction of the WWTP would not occur because Alternative 2 would connect to the City's sanitary sewer system, reducing any potential impacts related to alternative wastewater disposal systems. Therefore, the Prior FEIR concluded that impacts associated with the County Project and Alternative 2 would be less than significant. (Draft EIR, pp. 3.6-22, 6-14).

***Proposed Project Analysis and Conclusion***

In contrast to the County Project, sanitary sewer services for the proposed project would be provided by the City, and the off-site WWTP and associated improvements would not be constructed. As such, the proposed project would have no impact related to the use of septic tanks or alternative wastewater disposal systems. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those analyzed in the Prior FEIR. No additional analysis is required.

### f) Destruction of Paleontological Resource or Unique Geologic Feature

**Would the project: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

***Prior FEIR Conclusions***

The Prior FEIR found that the project site is underlain by Holocene- and Pleistocene-age deposits. While Holocene deposits have low potential for paleontological resources, deeper Pleistocene layers have high potential. The University of California Museum of Paleontology (UCMP) database identified five vertebrate fossil localities within 3 miles of the project site. Therefore, given the foregoing, and the possibility of inadvertent discovery during construction, the Prior FEIR concluded there would be a potentially significant impact and identified MM GEO-6, which requires a qualified Paleontologist to conduct WEAP training, monitor excavations deeper than 6 feet, and implement fossil salvage procedures if resources are encountered. The Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.6-22, 6-14).

***Proposed Project Analysis and Conclusion***

Consistent with the impact conclusions set forth in the Prior FEIR for the County Project, the proposed project would have a potentially significant impact in this regard due to potential inadvertent discovery and, thus, would be required to implement MM GEO-6, which would ensure that potential impacts related to any unique paleontological resources and unique geologic features would be less than significant. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe impacts related to geology, seismicity, or soils because it was described and considered in the Prior FEIR. By eliminating construction of the detention basin, pump facilities, and storm drain force main (as contemplated in the City Stormwater Option), this option would incrementally reduce grading and soil disturbance and would not increase exposure to seismic hazards, erosion, liquefaction, expansive soils, or other geologic risks. In addition, reduced subsurface disturbance would lessen the potential to encounter paleontological resources, and all previously adopted inadvertent discovery procedures would continue to apply; therefore, impacts would remain less than significant and consistent with the Prior FEIR.

## Mitigation Measures

**MM GEO-1 Design-Level Geotechnical Study**

Prior to issuance of building and grading permits, an updated design-level geotechnical exploration and assessment shall be performed by a qualified

Geotechnical Engineer. The design-level exploration and reporting shall include (but would not be limited to) the following items:

- Hollow-stem auger borings, including matched-pair borings.
- Soil sample collection at depths relevant to building-specific foundation design.
- Laboratory testing, including (but not limited to) moisture content, unit weight, gradation, Atterberg Limits, strength, consolidation, and corrosivity testing.
- Design-level assessment of geologic and geotechnical hazards, including (but not limited to) the following:
  - Characterization of subsurface conditions.
  - Consolidation of compressible soil based on in situ structural loading.
- Design recommendations for foundation system design.
- Design-level subexcavation, ground improvement, and/or surcharging recommendations.
- Foundation constructability recommendations.
- Design-level earthwork and improvement design and construction recommendations.
- Design-level features required for landslides.

The recommendations included in the Design-level Geotechnical Report shall be implemented during construction activities, including grading and excavation.

MM GEO-1 has been partially satisfied via the preparation of a Design-level Geotechnical Report prepared by ENGEO and included herein. In accordance with the analysis, and to demonstrate full compliance with MM GEO-1, prior to the issuance of building and grading permits, the applicant shall incorporate the recommendations included in the Design-level Geotechnical Report in all application materials and plan check submittals and shall thereafter implement the same during project construction.

**MM GEO-6** Prior to the start of any ground-disturbing activity, a qualified Paleontologist meeting Society of Vertebrate Paleontology (SVP) standards and best practices shall be retained to prepare and conduct a project-wide Worker Environmental Awareness Program (WEAP) training. The WEAP shall contain unanticipated discovery measures to be followed in the event that paleontological resources are encountered while the qualified Paleontologist or qualified Paleontological Monitor is not present (i.e., during excavations within the first 6 feet below the existing grade). The WEAP shall be conducted by a qualified environmental trainer, under the supervision of a qualified Paleontologist. In the event construction crews are phased in, additional training shall be conducted for new construction personnel. The training session shall focus on the recognition of the types of paleontological resources that could be encountered within the proposed project site and the procedures to be followed if they are found.

Paleontological monitoring shall be conducted by a qualified Paleontological Monitor meeting SVP standards and best practices, under the supervision of the qualified Paleontologist. Monitoring would be required for excavations at the project site that exceed 6 feet below the existing grade east of El Charro Road, in previously undisturbed deposits. Full-time monitoring shall be required for all excavation into previously undisturbed Pleistocene-age deposits. If earth-disturbing construction-related activities uncover any paleontological resources (i.e., bones or teeth), those activities shall be diverted at least 15 feet away from the discovery until a qualified Paleontologist is brought on-site to assess the find for possible salvage, consistent with the standards and best practices set by the SVP. Construction workers shall not attempt to remove such finds. Depending on the conditions encountered, full-time monitoring can be reduced to part-time inspections or ceased entirely if determined adequate by the qualified Paleontologist.

In the event that paleontological resources are encountered while monitoring is not occurring (i.e., during excavations within the first 6 feet below the existing grade), excavations within 50 feet of the find shall be temporarily halted or diverted until the qualified Paleontologist can assess the find and determine its significance. Depending on the conditions encountered, monitoring activities may be increased at the discretion of the qualified Paleontologist if he or she deems it appropriate. The qualified Paleontologist may spot check the excavation on an intermittent basis and recommend whether the depth of required monitoring should be revised based on his/her observations.

The qualified Paleontologist shall document the discovery as needed and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. Salvaged fossils should be deposited in an appropriate repository (i.e., University of California Museum of Paleontology [UCMP]), where they will be properly curated and made available for future research. The qualified Paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the discovery. If the applicant determines that avoidance is not feasible, the qualified Paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery.

The plan shall be submitted to the appropriate repository and to the County for review and approval prior to implementation. The applicant shall adhere to the recommendations in the approved plan.

### Implementing Measure for MM GEO-6

Upon annexation of the proposed project into the City of Pleasanton (City), the applicant shall submit all documents, plans, and materials required under MM GEO-6 to the City for review and approval, in lieu of the County.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to geology and soils. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **VIII. Greenhouse Gas Emissions** *Would the project:* | | | | | |
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | Significant and unavoidable impact | No | No | No | MM GHG-1, MM GHG-2 |
| b) Conflict with any applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | Significant and unavoidable impact | No | No | No | MM GHG-2 |

# Discussion

### a-b) Greenhouse Gas Emissions; Greenhouse Gas Emissions Reduction Plan Conflict

**Would the project:**

**a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

**b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project would result in both construction and operational GHG emissions. These emissions include carbon dioxide ($CO_2$), methane ($CH_4$), and nitrous oxide ($N_2O$) from sources such as vehicle trips, energy use, and infrastructure development. The Bay Area Air District thresholds require projects to demonstrate consistency with either Criterion A (e.g., all-electric design, will not result in any wasteful, inefficient, or unnecessary energy use, and 15 percent VMT reduction) or Criterion B (compliance with a qualified GHG reduction plan).

According to the GHG analysis prepared for the County Project, although it would not result in any wasteful, inefficient, or unnecessary energy use, the County Project would not fully meet Criterion A due to its reliance on natural gas and inability to achieve the required VMT reduction. It also would not meet Criterion B, as it would not be consistent with a qualified Climate Action Plan (CAP) because the County's CAP would not apply for streamlining due to its use of the 2020 GHG targets instead of the 2030 GHG targets.

As detailed more fully therein, the Prior FEIR evaluated consistency with the California Air Resources Board (ARB) Scoping Plan, Plan Bay Area 2050, and the Bay Area Air District 2017 Clean Air Plan. Although the County Project includes some measures to reduce emissions to the extent feasible (e.g., traffic calming and bicycle infrastructure under MM TRANS-2), it does not fully align with the design elements required under the Bay Area Air District's CEQA Guidelines, as described above. Therefore, the Prior FEIR concluded there would be a significant impact in this regard.

MM GHG-1 and MM GHG-2 require pre-wiring for future all-electric retrofits and the purchase of carbon offsets to mitigate emissions from natural gas use. However, even with these measures, the Prior FEIR determined that the County Project would still exceed the Bay Area Air District thresholds because it would not demonstrate a 15 percent VMT reduction. Under Alternative 2, GHG emissions would be slightly reduced due to the smaller development footprint, but the residential component would still involve the use of natural gas and exceed the City's per capita GHG threshold, resulting in a significant and unavoidable impact. The reduction in GHG emissions under Alternative 2 would not be sufficient to avoid a significant impact. (Draft EIR, pp. 6-15–6-16). Therefore, the Prior FEIR concluded that impacts would be significant and unavoidable. (Draft EIR, pp. 3.7-22, 6-15–6-16).

***Proposed Project Analysis and Conclusion***

Similar to the County Project, the proposed project would be required to comply with the applicable Title 24 Energy Efficiency Standards and CALGreen requirements—for example, and among others, EV charging infrastructure and solar requirements as adopted by Municipal Code Chapter 20.08.

The City's CAP 2.0 is considered a qualified GHG reduction strategy pursuant to CEQA Guidelines Section 15183.5(b). Therefore, for purposes of this Addendum, the proposed project is analyzed pursuant to the Bay Area Air District's current GHG significance thresholds under Criterion B: consistency with a local GHG reduction strategy that meets the criteria under CEQA Guidelines Section 15183.5(b).

GHG emissions associated with the development of the proposed project would occur over the short-term from construction activities, consisting primarily of emissions from equipment exhaust and worker and vendor trips. There would also be long-term operational emissions associated with vehicular traffic within the project vicinity, energy and water usage, and solid waste disposal. The proposed project would be largely the same as the County Project, only with fewer proposed dwelling units and a substantial reduction in the nature and scope of off-site improvements. As such, the proposed project would result in a similar, if not lower, amount of GHG emissions during construction and operation.

To assess whether the proposed project's emissions would result in a significant impact, the proposed project is evaluated for consistency with the City's CAP 2.0. As shown in the proposed project's CAP 2.0 checklist (Appendix B), the proposed project would incorporate most applicable measures required under CAP 2.0; however, the proposed project would not include two listed features: (1) an all-electric building design and (2) a battery-storage system to support on-site solar generation. Because the proposed project does not comply with all applicable listed CAP 2.0 measures, it is considered inconsistent with CAP 2.0. Accordingly, the proposed project would result in a significant and unavoidable GHG impact, consistent with the impact conclusions set forth in the Prior FEIR.

The proposed project would nevertheless be required to comply with the applicable 2022 CALGreen Code and Title 24 Building Energy Efficiency Standards, which, among other things, mandate high-efficiency plumbing fixtures, water-efficient irrigation systems, and compliance with current energy efficiency performance standards. Compliance with these State-level codes ensures consistency with applicable State and federal plans, policies, and regulations that govern GHG emissions.

Despite compliance with these Statewide requirements and the proposed project's compliance with most of the City's CAP 2.0 applicable measures, because the proposed project does not include two of the above-referenced measures, it would be treated as inconsistent with the City's CAP 2.0 for purposes of this GHG assessment. Therefore, its GHG emissions impact would continue to be significant and unavoidable. Consistent with the Prior FEIR's analysis of the County Project, the proposed project would implement MM GHG-1 and MM GHG-2 to reduce GHG emissions to the extent feasible.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe greenhouse gas emissions since it was previously considered in the Prior FEIR. Moreover, because it would eliminate construction and operation of the detention basin, pump facilities, and storm drain force main (as contemplated by the City Stormwater Option), this would reduce construction-related emissions as compared to the City Stormwater Option without altering the project's long-term operational GHG profile.

## Mitigation Measures

**MM GHG-1** Prior to issuance of building permits, the project applicant shall provide documentation (e.g., site plan) to the County to demonstrate that the proposed residential units would include pre-wiring so that each building is ready for a future retrofit to all-electric (e.g., such that electric space heating, water heating, drying, and cooking appliances) could be installed.

### Implementing Measure for MM GHG-1

Prior to issuance of building permits, the applicant shall provide documentation (e.g., site plan) to the City of Pleasanton (City) demonstrating that all proposed residential units include pre-wiring to allow future retrofit to all-electric appliances (e.g., electric space heating, water heating, drying, and cooking).

**MM GHG-2** Prior to issuance of building permits, the applicant shall provide documentation to the County to demonstrate purchase of carbon offsets that reduce the project's greenhouse gas (GHG) emissions due to natural gas use, which is estimated to be 478 metric tons carbon dioxide equivalent (MT $CO_2e$), if no other on-site measures are implemented to further reduce emissions. Based on estimated project life of 30 years, total credits needed to offset emissions below the applicable thresholds would be 14,341 MT $CO_2e$ for the life of the proposed project (or a reduced amount estimated based on implementation of other measures or preparation of refined emission modeling).

The project developer or its designee may purchase and retire carbon credits that have been issued by a recognized and reputable, accredited carbon registry in a quantity equal to the operational GHG emissions from natural gas use. For an offset to be considered viable, it must exhibit "permanence." To adequately reduce emissions of GHGs, carbon offsets must be able to demonstrate the ability to counterbalance GHG emissions over the lifespan of a project or "in perpetuity."

The purchase of GHG credits through voluntary participation in an approved registry must meet the following criteria:

- **Real**—represent reductions actually achieved (not based on maximum permit levels),
- **Additional/Surplus**—not already planned or required by regulation or policy (i.e., not double counted),
- **Quantifiable**—readily accounted for through process information and other reliable data,
- **Enforceable**—acquired through legally-binding commitments/agreements,
- **Validated**—verified through accurate means by a reliable third party, and
- **Permanent**—will remain as GHG reductions in perpetuity.

### Implementing Measure for MM GHG-2

Prior to issuance of building permits, the applicant shall provide documentation to the City of Pleasanton (City) demonstrating purchase and retirement of carbon offsets from a recognized and reputable, accredited carbon registry in a quantity sufficient to offset the proposed project's greenhouse gas (GHG) emissions from natural gas use, as specified in MM GHG-2. Documentation

shall confirm that offsets meet the required criteria (real, additional, quantifiable, enforceable, validated, and permanent).

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to GHG emissions. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **IX. Hazards and Hazardous Materials** *Would the project:* | | | | | |
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | Less than significant impact | No | No | No | NA |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | Less than significant impact | No | No | No | NA |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | Less than significant impact | No | No | No | NA |
| d) Be located on a site which is included on a list of | Less than significant impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | | | | | |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? | Less than significant impact | No | No | No | NA |
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | Less than significant impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires? | Less than significant impact | No | No | No | NA |

# Discussion

### a) Routine Transport, Use, or Disposal of Hazardous Materials

**Would the project: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

***Prior FEIR Conclusions***

The Prior FEIR found that the construction and operation of the County Project would involve the use of common hazardous materials such as fuels, lubricants, paints, and cleaning agents, which could generate small amounts of hazardous waste. However, all activities would be subject to mandatory compliance with applicable federal, State, and local laws and regulations administered by agencies including the United States Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), United States Department of Transportation (USDOT), California Department of Toxic Substances Control (DTSC), California Department of Transportation (Caltrans), California Highway Patrol (CHP), Alameda County Department of Environmental Health (ACDEH), and the Bay Area Air District. The Alameda County Fire Department (ACFD) and Building Department would review building permits to ensure compliance with hazardous materials requirements. Businesses storing hazardous materials above threshold quantities would be required to submit Hazardous Materials Business Plans (HMBPs), including contingency plans for accidental releases. Disposal would be regulated by ACDEH, ACFD, California Division of Occupational Health and Safety (Cal/OSHA), and DTSC. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.8-17, 6-16).

***Proposed Project Analysis and Conclusion***

Consistent with the County Project, the proposed project may utilize typical hazardous materials, such as fuels or solvents, during the construction phase of the proposed project. During the operations phase, residents may also routinely use commonly available hazardous substances, such

as fuels, lubricants, and household cleaners. Consistent with the analysis in the Prior FEIR, compliance with applicable federal, State, and local laws and regulations regarding hazardous materials, including the Hazardous Materials Transportation Act, California Public Resources Code, and the City's General Plan (including Public Safety Element Policy 17, which seeks to "ensure that hazardous materials are not released as a result of construction activities and that any existing hazardous materials and potential contamination are remediated prior to development"), would reduce and limit any such potential associated risks, and impacts in this regard would be less than significant, consistent with the impact conclusions of the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**b) Risk of Upset**

**Would the project: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**

***Prior FEIR Conclusions***

Phase I Environmental Site Assessments (Phase I ESAs) were conducted for both the residential site and off-site improvement areas, and no Recognized Environmental Conditions (RECs) were identified. The Former Hanson Aggregate Radum Facility is classified as a Controlled REC (CREC), but nearby sites were evaluated and found not to pose a concern to the project site. The Prior FEIR found that, because the project site remains under active regulatory oversight with long-term management requirements, there is potential for exposure to impacted soil or groundwater if such materials are not properly handled. However, the County Project would be required to comply with the ACDEH-approved Soil Management Plan and Soil Import Management Plan, which establishes procedures for identifying, segregating, testing, and properly managing any impacted materials encountered during construction, which would ensure potential hazards to the project site and to the public are minimized. Additionally, vapor migration was also assessed and determined to be unlikely. Areas of Concern (AOCs) 6 and 7 were evaluated through historical investigations and subsequent sampling; results indicated that subsurface conditions in both areas do not pose a risk to human health or the environment. None of the County Project's on-site or off-site improvements would be constructed within these AOCs.

The County Project would comply with applicable health and safety laws and regulations to prevent accidental releases. As discussed above, construction activities would require the use of commercially available typical hazardous materials and may generate small amounts of hazardous waste.

The Prior FEIR disclosed that the use, storage, transportation, and disposal of hazardous materials at the project site could result in the accidental release of hazardous materials into the environment. However, the County Project would be required to comply with applicable mandatory federal, State, and local laws and regulations, which would reduce the potential for an accidental release of hazardous materials. In the event of an accidental release, the ACFD and ACDEH would be notified

to address the release. Compliance with applicable mandatory laws and regulations would ensure that all potential construction-related impacts are less than significant. The Prior FEIR determined that operation may require the use and/or storage of common household hazardous materials, but compliance with applicable laws and regulations would ensure that operational impacts would be less than significant. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.8-19, 6-16).

***Proposed Project Analysis and Conclusion***

The project site location and boundaries of the proposed project would be consistent with the project site and off-site areas evaluated in the Prior FEIR; therefore, the hazardous materials conditions of the project site and related analysis identified in the Prior FEIR would apply to the proposed project.

As determined in the Prior FEIR, no RECs have been identified for the project site. Consistent with the findings in the Prior FEIR, the proposed project would comply with all applicable federal, State, and local laws and regulations, including the General Plan, Titles 8 and 17 of the California Code of Regulations, and Cal/OSHA requirements. This would include, but not be limited to, requiring compliance with Pleasanton General Plan Public Safety Element Goal 5, which looks to "minimize the risks to lives and property due to potential exposure to hazardous materials." If accidental release of hazardous materials did occur, the appropriate regulatory agencies would be notified to address the release. Accordingly, the proposed project's impact in this regard would be less than significant, consistent with the impact conclusions of the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**c) Exposure of Schools to Hazardous Materials or Emissions**

**Would the project: Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

***Prior FEIR Conclusions***

The Prior FEIR found that the Montessori School of Pleasanton is located approximately 0.25 mile from the project site. However, as detailed above, the County Project would adhere to applicable federal, State, and local laws and regulations while utilizing typical commercial hazardous materials for construction. Given the foregoing, the County Project would not handle or emit hazardous materials that could result in a significant impact on the school within proximity to the project site. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.8-21, 6-16).

***Proposed Project Analysis and Conclusion***

Similar to the conclusions of the Prior FEIR, while there is a school located within 0.25 mile of the project site, the proposed project would not handle or emit hazardous materials that could result in a significant impact to any schools because the proposed project, which would be reduced in scope to a certain degree and thus the amount of hazardous materials involved in construction and operation

would be reduced accordingly, would adhere to all applicable federal, State, and local laws and regulations while utilizing hazardous materials for construction. This would include, but not be limited to, requiring compliance with Pleasanton General Plan Public Safety Element Policy 16 ("Regulate the transportation, delivery, use, and storage of hazardous materials within the city limits") and Policy 17 ("Ensure that hazardous materials are not released as a result of construction activities and that any existing hazardous materials and potential contamination are remediated prior to development"). Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### d) Hazardous Materials Sites

**Would the project: Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the project site is located on a list of hazardous materials sites (the Cortese List). The Cleanup Program Site at the project site is currently open and is undergoing long-term management as of 2026. Long-term management refers to ACDEH's continued oversight of the project site until it verifies that all soil import, restoration, and reporting requirements are fully satisfied and the case can be formally closed. The ACDEH has concluded that potential environmental impacts from former mining operations have been adequately investigated and delineated and found not to present an adverse risk to human health or the environment.

The Prior FEIR found that construction activities associated with the County Project could expose contaminants to workers, the public, or the environment if not properly managed. Compliance with COA HAZ-4a through COA HAZ-4e established by ACDEH and all applicable laws and regulations associated with development on hazardous materials sites would reduce any potential impact associated with the project site being located on a site included on the Cortese List. Additionally, the County Project would be subject to ongoing regulatory requirements. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.8-21, 6-16).

***Proposed Project Analysis and Conclusion***

The hazardous materials conditions of the project site and related analysis identified in the Prior FEIR for the County Project would apply to the proposed project as well. Because the project site is located on the Cortese List, the proposed project would be required to comply with COA HAZ-4a through COA HAZ-4e from ACDEH, which include coordinating with ACDEH prior to and during site development by submitting the soil management protocols, project schedule, soil import documentation, stockpile information, and soil excavation report. With the implementation of these COAs, as well as applicable provisions of the Pleasanton General Plan, as noted above, the proposed project would have less than significant impacts, consistent with the analysis and impact conclusions in the Prior FEIR. Therefore, the proposed project would not introduce new significant

impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### e) Airports

**Would the project: For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?**

***Prior FEIR Conclusions***

The Prior FEIR found that the Livermore Municipal Airport is located approximately 1.6 miles northeast of the project site. The project site is within the Airport Influence Area, however the project site is not within any established noise contours or airport safety zones as indicated by the Livermore Municipal Airport Land Use Compatibility Plan (ALUCP). As such, the County Project would not result in airport-related safety hazards or excessive noise, and the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.8-23, 6-16).

***Proposed Project Analysis and Conclusion***

Similar to the conclusions of the Prior FEIR, the project site is not located within any established noise contours or airport safety zones. Accordingly, the proposed project would not result in airport-related hazards, and impacts would be less than significant, consistent with the impact conclusions of the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### f) Emergency Response and Evacuation

**Would the project: Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

***Prior FEIR Conclusions***

The County has developed an Emergency Operations Plan (EOP) that establishes policies and procedures and assigns responsibilities to ensure the effective management of emergency operations within the County. The County's EOP does not list any specific evacuation routes throughout the County because these routes would be determined based on the location and nature of the emergency by the Alameda County Sheriff's Office. Major roadway networks, including SR-84, I-580, and I-680, provide regional access to the project site and would likely be used as evacuation routes in the event of an emergency. Any road blockages during the construction phase would not interfere with these routes and would be temporary. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.8-23, 6-16).

***Proposed Project Analysis and Conclusion***

Similar to the conclusions of the Prior FEIR, the proposed project would have adequate vehicle circulation, including adequate circulation for large vehicles such as fire trucks, all of which would be confirmed and implemented during the building permit process. The proposed internal roadways and access points would meet the applicable regulations for emergency vehicle widths.

The proposed project would also be required to comply with applicable goals and policies from the Public Safety Element of the General Plan. In addition, the proposed project would not interfere with guidelines set forth in the Pleasanton Comprehensive Emergency Management Plan and the Alameda County Disaster Plan, because the proposed project would provide adequate emergency access to the project site and would not obstruct major roadways in the City which may serve as evacuation routes, including Stanley Boulevard and I-680. The proposed project would also undergo review by Livermore-Pleasanton Fire Department (LPFD) to ensure its proposed emergency access adheres to all applicable standards and requirements. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### g) Wildland Fires

**Would the project: Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?**

***Prior FEIR Conclusions***

The Prior FEIR found that the project site is not located in a Very High Fire Hazard Severity Zone (VHFHSZ) and not in or near a State Responsibility Area (SRA). However, it acknowledged that wildfire risk exists due to regional conditions such as wind and vegetation. Compliance with fire safety regulations, including the use of fire-resistant building materials and landscaping, would reduce risks. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.8-25, 6-16).

Similar to the conclusions of the Prior FEIR, the project site is not located in a VHFHSZ and is not located in or near an SRA. Although construction of the proposed project would not occur within a Fire Hazard Severity Zone (FHSZ), the proposed project would be required to comply with applicable fire protection measures included in the policies and programs within the General Plan and the Municipal Code, such as General Plan Program 13.1, which requires the installation of building and fire code compliant fire-detection and alarm equipment in residential structures. Further, continued implementation of the Tri-Valley Local Hazard Mitigation Plan (LHMP) and review of architectural and development plans by LPFD would assist in protecting life and property in the event of a wildfire, further reducing risk in this regard. Accordingly, consistent with the impact conclusions in the Prior FEIR, the proposed project would have a less than significant impact with respect to wildfire. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

Under the Zone 7 Stormwater Option, as considered in the Prior FEIR, construction and operation of the detention basin, pump facilities, and storm drain force main (as contemplated under the City Stormwater Option) would be eliminated, thereby reducing the use, handling, and potential accidental release of fuels, lubricants, and other hazardous materials associated with construction equipment and mechanical infrastructure. Consistent with the impact conclusions in the Prior FEIR, this option would not introduce new hazardous materials uses or expose people or structures to additional risk. Accordingly, impacts related to hazards and hazardous materials would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

The Prior FEIR determined that no mitigation measures are required. However, the following Conditions of Approval established by ACDEH were identified for implementation in the Prior FEIR and would be applicable to the proposed project.

### Conditions of Approval

**COA HAZ-4a** During site redevelopment, the Applicant shall implement corrective actions and soil management protocols identified in the Final Soil Report submitted to the Alameda County Department of Environmental Health (ACDEH) for review and approval.

**COA HAZ-4b** Prior to the start of site grading, the Applicant shall submit the project schedule to the Alameda County Department of Environmental Health (ACDEH) for review and approval.

**COA HAZ-4c** Prior to the import of soil to the project site, the Applicant shall submit soil import documentation to the Alameda County Department of Environmental Health (ACDEH) for review and approval.

**COA HAZ-4d** Prior to the reuse of excavated stockpile material on the project site, the Applicant shall submit a Stockpile Characterization Sampling, Evaluation, and Reuse Plan to the Alameda County Department of Environmental Health (ACDEH) for review and approval.

**COA HAZ-4e** Prior to the beginning of construction, the Applicant shall submit a soil excavation report to the Alameda County Department of Environmental Health (ACDEH) for review and approval.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to hazards and hazardous materials. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **X. Hydrology and Water Quality** *Would the project:* | | | | | |
| a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? | Less than significant impact | No | No | No | NA |
| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? | Less than significant impact | No | No | No | NA |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a | Less than significant impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| manner which would: | | | | | |
| (i) result in substantial erosion or siltation on- or off-site; | Less than significant impact | No | No | No | NA |
| (ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; | Less than significant impact | No | No | No | NA |
| (iii)create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or | Less than significant impact | No | No | No | NA |
| (iv) impede or redirect flood flows? | Less than significant impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? | Less than significant impact | No | No | No | NA |
| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? | Less than significant impact | No | No | No | NA |

# Discussion

### a) Water Quality

**Would the project: Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?**

***Prior FEIR Conclusions***

The Prior FEIR found that construction activities such as grading and excavation could introduce pollutants (e.g., sediment, fuel, concrete, litter) into stormwater runoff. However, the County Project would be subject to the California State Water Resources Control Board's (State Water Board's) NPDES General Permit for Construction Activities, requiring a SWPPP with site-specific BMPs. These measures would minimize erosion and control pollutant discharge. During operations, increased impervious surfaces could elevate urban runoff pollutants, but the County Project would comply with the County's Municipal Regional Permit (MRP), which includes Low Impact Development (LID) standards and post-construction monitoring.

With respect to Alternative 2, the Prior FEIR determined that development would be located west of El Charro Road in the Federal Emergency Management Agency (FEMA) Flood Hazard Zone X, avoiding flood hazard areas and reducing potential impacts related to flooding and water quality. As such, impacts under Alternative 2 would be lower than those under the County Project, although the impact conclusions remained the same under both the County Project and Alternative 2. (Draft EIR, p. 6-16).

Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.9-24, 6-16).

The Prior FEIR addressed comments from the City and other agencies regarding potential per- and polyfluoroalkyl substances (PFAS) concerns associated with wastewater treatment, effluent management, and water quality. As documented in the Prior FEIR's Master Responses addressing wastewater treatment plant operation, effluent quality, and regulatory compliance, the County concluded that the County Project would comply with applicable State and federal PFAS regulations and would not result in significant impacts to groundwater or surface water quality (Final EIR, pp. 2-34–2-35).

***Proposed Project Analysis and Conclusion***

Similar to the County Project, construction associated with the proposed project would include grading, excavation, and removal of vegetative cover that has the potential to result in runoff that contains sediment and other pollutants, such as fuel, grease, oil, and other fluids, that could degrade surface and groundwater quality, if not properly controlled. As construction of the proposed project would disturb more than 1 acre of land, compliance with the NPDES General Permit would be required, similar to the County Project. The General Permit would require the development and implementation of a SWPPP. The SWPPP would include site-specific BMPs, such as strategically placed silt fences and straw wattles to minimize erosion on-site and reduce or otherwise prevent conditions of erosion and stormwater runoff during construction. The proposed project would also be subject to the San Francisco Bay MRP, which includes LID standards and post-construction monitoring to encourage stormwater infiltration and retention.

The proposed project does not include the water storage and booster pump facility, WWTP, recycled water storage, and agricultural irrigation fields included under the County Project, removing potential water quality impacts associated with these types of development that were identified and evaluated in the Prior FEIR, such as PFAS. Furthermore, the proposed project includes stormwater drainage facilities as described in the Project Description, which would ensure that stormwater is treated, detained, and conveyed to the appropriate facilities to prevent potential impacts related to stormwater drainage on the nearby lakes. As such, impacts related to surface and groundwater quality would be less than those disclosed in the Prior FEIR, although the less than significant impact conclusion would be the same for the proposed project and the County Project. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

## b) Groundwater

**Would the project: Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the project site is located within the Livermore Valley Groundwater Basin, managed under Zone 7's Alternative Groundwater Sustainability Plan. The County Project would be served by the California Water Service (Cal Water) and would comply with all applicable groundwater management actions. No significant extraction or interference with recharge was identified, and the proposed WWTP would not adversely affect groundwater quality.

The Prior FEIR concluded that the County Project would not result in groundwater depletion or degradation. The County Project would not involve on-site groundwater extraction and would be served by municipal water supplies consistent with the Zone 7 Alternative Groundwater Sustainability Plan. Recycled water would be applied at agronomic rates and treated using membrane bioreactor technology that removes nitrogen, thereby avoiding nitrate loading to groundwater. Project-related salt contributions would be *de minimis* and would be managed through Zone 7's basin-wide salt and nutrient management programs. Accordingly, the Prior FEIR determined that the County Project would not contribute to chronic lowering of groundwater levels, degradation of groundwater quality, land subsidence, or adverse effects on interconnected surface waters. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.9-27, 6-16; Final EIR, pp. 2-37–2-51).

***Proposed Project Analysis and Conclusion***

During construction, similar to the County Project, the proposed project would comply with applicable stormwater requirements, including those found in Pleasanton Municipal Code Chapter 9.14 (Stormwater Management and Discharge Control) and would incorporate BMPs to address water quality and control runoff from the project site; therefore, construction runoff would not be absorbed into the groundwater supplies. While dewatering is not expected to be required during project construction, such actions, if required, would be temporary and would not substantially interfere with groundwater supplies, recharge, or management.

Water services for the proposed project would be provided by the City, which receives its water supply from Zone 7. Similar to the County Project, the proposed project could lead to an increased demand for water, which could lead to an increase in demand for groundwater production. However, the water demand for the proposed project would be slightly reduced compared to the County Project due to the reduction in dwelling unit count. The City receives 100 percent of its water from Zone 7.[35,36]

[35] City of Pleasanton. 2026. About our Water. Website: https://www.cityofpleasantonca.gov/our-government/pleasanton-water/about-our-water/. Accessed March 10, 2026.

[36] While the City previously obtained a portion of its supply from City-owned groundwater wells, those wells are no longer in

Approximately 20 percent of Zone 7's water supplies come from groundwater, with the rest coming from surface water sources.[37] Groundwater supply is pumped from the Livermore Valley Groundwater Basin. The basin is not adjudicated and is not considered to be critically overdrafted; it is instead considered a medium-priority groundwater basin. As such, the basin is regulated under the Sustainable Groundwater Management Act (SGMA), and the preparation and implementation of a Groundwater Sustainability Plan (GSP) is required. Zone 7 has an approved GSP for the Livermore Valley Groundwater Basin, which identifies projects, practices, and goals related to management of groundwater supplies.[38] Adherence to the applicable objectives and sustainability goals provided in the GSP would reduce impacts to groundwater quality within the City. Further, the proposed project would not include any on-site wells that would draw groundwater for proposed project operations. Therefore, impacts related to groundwater recharge and supply would be less than significant, consistent with the analysis and impact conclusions in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### c) Drainage

**Would the project: Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:**

**i) result in substantial erosion or siltation on- or off-site;**

**ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;**

**iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.**

***Prior FEIR Conclusions***

The Prior FEIR found that construction activities within the project site could result in substantial erosion or siltation, leading to drainage pattern alteration and the increased potential for polluted runoff to enter nearby water bodies. However, the County Project would be required to comply with the regulations of its NPDES permit. Additionally, the County Project would be required to comply with construction-phase BMPs and requirements for erosion and sedimentation control plans. The County Project would be required to design and implement a SWPPP to ensure that erosion, siltation, and

operation. The City is actively evaluating future supply alternatives, including potential joint groundwater wells in coordination with Zone 7; however, at present, all water supplies are purchased from Zone 7.

[37] Zone 7 Water Agency (Zone 7). 2021. 2020 Urban Water Management Plan. June.

[38] Zone 7 Water Agency (Zone 7). 2021. Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin. December.

flooding are prevented or minimized to the maximum extent feasible during construction. Therefore, the Prior FEIR concluded that impacts would be less than significant.

From an operational standpoint, stormwater on the project site would be captured in two bioretention areas designed in accordance with all applicable standards with adequate capacity to accommodate stormwater flows at the project site. Because stormwater would be treated through bioretention areas to ensure that there would be no net increase in off-site stormwater flow, the County Project would not result in an exceedance of storm drain capacity. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.9-28, 6-16).

***Proposed Project Analysis and Conclusion***

Similar to the County Project, the proposed project could result in erosion or siltation, as well as increased risk of flooding and additional sources of polluted runoff during construction. However, the proposed project would be required to comply with the regulations of its NPDES permit. Additionally, the proposed project would be required to comply with construction-phase BMPs and requirements for erosion and sedimentation control plans. The proposed project would be required to design and implement a SWPPP to ensure that erosion, siltation, and flooding are prevented or minimized to the maximum extent feasible during construction.

Similar to the County Project, stormwater runoff from the project site during operation would be drained by storm gutters located on the sides of the proposed internal streets. Stormwater would flow into 18-inch to 24-inch pipes located under the streets and then be drained off the project site using two proposed pipes. The first pipe would be a 24-inch diameter pipe that would be constructed to connect to an existing City-owned 54-inch diameter storm drainpipe in Mohr Avenue. The proposed 24-inch storm drainpipe would follow the same alignment as the proposed water line, extending from the northwest corner of the project site, following the existing utility road, to Mohr Avenue (Exhibit 9c). The second pipe would be constructed to extend from the intersection of Street A and Loop A, across the adjacent vacant land to the east of the project site, to a proposed bioretention area and detention basin approximately 0.45 mile east of the project site, adjacent to El Charro Road (Exhibit 9b). The bioretention area would meet all applicable regulatory requirements and would include a treatment area of approximately 1 acre, a discharge pump, and a detention basin, with layers of bioretention soil mix and permeable rock, protected by an approximately 8-foot berm. The stormwater improvements would be designed and constructed to applicable City of Pleasanton Standard Specifications and Details. As discussed in the Prior FEIR, the proposed bioretention area and detention basin would have sufficient capacity to serve the project site pursuant to applicable regulatory standards, which would further ensure that the proposed project would not result in a net increase of off-site stormwater flow, or a significant impact related to flooding or exceedance of the capacity of the City's existing stormwater infrastructure. As such, impacts related to erosion or siltation, flooding, and runoff would be less than significant, consistent with the impact conclusions in the Prior FEIR.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### iv) impede or redirect flood flows?

***Prior FEIR Conclusions***

The proposed residential development area is located within a Flood Hazard Zone X, an area of minimal flood hazard, which is outside of the 0.2 percent Annual Chance Flood Hazard Area. The Prior FEIR determined that the County Project's design would not impede or redirect flood flows because stormwater would be captured in bioretention areas off-site, which would be designed in accordance with all applicable standards with adequate capacity to accommodate the County Project during storm events to ensure no net increase in off-site flow of stormwaters.

Some of the off-site improvements would be located in a FEMA Flood Hazard Zone A, which is an area with a 1 percent annual chance of flooding. The Prior FEIR determined that it would be unlikely that 100-year flood levels would inundate the County Project's off-site utilities, and the County Project would be required to comply with FEMA guidelines for development within a flood zone. Furthermore, as part of the County's deliberations and approval, the agricultural irrigation fields were moved west of El Charro Road, into an area designated by Flood Hazard Zone X, which would reduce potential impacts. Therefore, the Prior FEIR concluded that impacts would be less than significant.

***Proposed Project Analysis and Conclusion***

The proposed residential development area would remain in an area of minimal flood hazard, as designated by FEMA.

Similar to the County Project, the proposed project has been designed to ensure it would not impede or redirect flood flows. Stormwater would be captured in bioretention areas off-site, which would be designed in accordance with all applicable standards to ensure there is adequate capacity to accommodate the project site during storm events to ensure no net increase in off-site flow of stormwater. In addition, for extreme storm events that exceed the capacity of the bioretention system, an overland release in the form of an emergency spillway would safely convey flows in accordance with Zone 7 Flood Control standards and historic drainage patterns as described in the Project Description. As such, impacts would be less than significant, consistent with the conclusions in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

## d) Risk of Pollutant Release Due to Inundation

**Would the project: In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?**

***Prior FEIR Conclusions***

The Prior FEIR evaluated flood hazard risks using the FEMA's Flood Insurance Rate Maps (FIRMs) and found that the proposed residential development area would be located within Flood Hazard Zone X, an area of minimal flood hazard. Portions of the off-site utility infrastructure (i.e., water storage and booster pump facility and a bioretention area) required for the County Project would be

located within a Flood Hazard Zone A, which represents an area with a 1 percent annual chance flood hazard. Additionally, the Prior FEIR noted that these facilities would be designed in accordance with applicable flood control and drainage standards, including provisions for safe conveyance of storm flows during extreme events through controlled overland release features that follow historic drainage patterns.

The Arroyo Lago Off-site Utility Flood Study, prepared by Schaaf and Wheeler, dated March 13, 2024, indicates that the off-site improvements would not be inundated during a 100-year storm event because it is unlikely that the 100-year water surface elevation would be above ground at the location for the off-site improvements and that any spills that occur from the nearby lakes would be contained into the quarry ponds. Additionally, the water storage and booster pump facility would be designed in accordance with FEMA-published guidelines for development occurring within a 100-year Flood Hazard Zone.

The WWTP and other infrastructure would be constructed above inundation zone elevations. Compliance with applicable FEMA standards and RWQCB Basin Plan requirements would ensure protection from flood-related pollutant release.

The project site is located immediately south of Lake I of the Zone 7 Chain of Lakes, which could be susceptible to a seiche. However, the County Project would comply with all applicable regulations and requirements from the ECAP, Municipal Code, and NPDES to ensure protection from flood-related pollutant release. Additionally, the project site is approximately 16.4 miles east of the San Francisco Bay and 35.7 miles east of the Pacific Ocean. The project site would not be at risk of inundation from a tsunami. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.9-32, 6-16).

***Proposed Project Analysis and Conclusion***

Similar to the conclusions of the Prior FEIR, the project site is approximately 16.4 miles east of the San Francisco Bay and 35.7 miles east of the Pacific Ocean. Given this distance from the ocean, the project site would not be at risk of inundation from a tsunami.

As discussed in the Prior FEIR, the project site is located immediately south of Lake I of the Zone 7 Chain of Lakes, which could be susceptible to a seiche. However, the proposed project would comply with all applicable regulations and requirements from the City’s General Plan, Municipal Code, and NPDES, which would allow for the adequate sizing of storm drainage systems, preserve areas with percolation abilities, and minimize sedimentation and erosion. Therefore, consistent with the impact conclusions in the Prior FEIR, impacts related to a tsunami and inundation from a seiche would be less than significant.

As also evaluated at length in the Prior FEIR, potential pollutants stored on-site during construction would be stored in a manner consistent with the proposed project’s NPDES-mandated SWPPP, as well as applicable regulations including, without limitation, those by OSHA, Department of Hazardous Substances and Materials, which help to prevent pollutant release.

The proposed project stormwater drainage system, including the bioretention area and detention basin, would have sufficient capacity to serve the proposed project. The stormwater system would be designed in accordance with all applicable standards, including those set out in Pleasanton Municipal Code Chapter 9.14 ("Stormwater Management and Discharge Control") with adequate capacity to accommodate the project site during storm events and ensure no net increase in off-site flow of stormwater. Consistent with Pleasanton General Plan Public Safety Policy 15, residential development would be located outside of the 100-year flood hazard area, while limited off-site utility infrastructure proposed within Flood Hazard Zone A would be designed to meet applicable FEMA and local flood control standards. In addition, the proposed project includes a controlled overland release in the form of an emergency spillway to safely convey extreme storm flows in accordance with Zone 7 Flood Control standards and historic drainage patterns.

Moreover, the proposed project includes residential land uses, which do not represent the type of use that would otherwise degrade water quality (e.g., industrial land uses that utilize hazardous materials that could adversely affect water quality). Anticipated and potential pollutants generated by the proposed project would be limited to household items and normal and expected materials for the proposed land uses and include sediment, nutrients, pesticides, metals, pathogens, oil, and grease. These materials would be limited to personal use quantities. Thus, impacts would be less than significant, consistent with the impact conclusions of the Prior FEIR.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### e) Water Quality Control or Sustainable Groundwater Management Plans Consistency

**Would the project: Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?**

***Prior FEIR Conclusions***

Particularly given the project site's location and the scope of off-site utility improvements, the Prior FEIR conducted a robust analysis to consider whether the County Project would conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. As detailed more fully therein, the Prior FEIR confirmed that the County Project would comply with the RWQCB Basin Plan and Zone 7's Alternative GSP. During construction, the County Project would be required to comply with the terms of the Construction General Permit, which requires the preparation and implementation of a SWPPP that includes BMPs to ensure reduction of pollutants from construction activities potentially entering surface waters.

During operation, the County Project would be served by Cal Water Livermore District, which derives its water supply from a combination of groundwater and surface water purchased from Zone 7. The County Project complies with the Zone 7 Alternative GSP by demonstrating that its groundwater use would have an insignificant impact on basin conditions and would not interfere with Zone 7's ability to maintain the Livermore Valley Groundwater Basin within its sustainable yield. The Prior FEIR

explained that Zone 7—designated by the California Department of Water Resources as the Groundwater Sustainability Agency for this medium-priority basin—has an Alternative GSP approved by the State, showing the basin has operated within sustainable yield for more than a decade. The County Project's groundwater demands and on-site well plans fall within the parameters evaluated in the Alternative GSP, meaning no undesirable results (such as significant depletion or degradation) are anticipated, and therefore the County Project was considered consistent with the sustainability objectives established under SGMA.

Furthermore, the WWTP would be designed and required to produce disinfected tertiary recycled water per Title 22 standards and be regulated during operations under Water Reclamation Requirements (Order WQ 2016-0068-DDW). A Notice of Intent would be filed with the RWQCB for Waste Discharge Requirements (WDRs), further ensuring consistency with applicable water quality plans. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.9-34, 6-16).

***Proposed Project Analysis and Conclusion***

As described in the Prior FEIR, the RWQCB has established regulatory standards and objectives for water quality in its Basin Plan. Consistent with the analysis of the Prior FEIR, the proposed project would not conflict with the Basin Plan or the County's NPDES program. Given that proposed construction would disturb more than 1 acre of land, the proposed project would be required to comply with the terms of the Construction General Permit, which require the preparation and implementation of a SWPPP that includes BMPs to ensure reduction of pollutants from construction activities potentially entering surface waters. Therefore, consistent with the impact conclusions in the Prior FEIR, construction impacts related to a water quality control plan or groundwater management plan consistency would be less than significant.

As described above, any groundwater used by the City to serve the proposed project comes from the Livermore Valley Groundwater Basin through contracts with Zone 7, which is considered a medium-priority groundwater basin. While the City previously obtained a portion of its supply from City-owned groundwater wells, those wells are no longer in operation. The City is actively evaluating future supply alternatives, including potential joint groundwater wells in coordination with Zone 7; however, at present, all water supplies are purchased from Zone 7. The Basin is regulated under SGMA, and the preparation and implementation of a GSP is required. Adherence to the objectives and sustainability goals provided in the GSP would reduce impacts to groundwater quality within the City. Thus, the proposed project would not interfere substantially with groundwater supply. Furthermore, the proposed project would not include the construction of the WWTP included under the County Project, further reducing the potential for any significant impacts. Therefore, impacts related to sustainable groundwater management would be less than significant.

Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe hydrology or water quality impacts since it was considered in the Prior FEIR. Stormwater would continue to be treated through the proposed bioretention facilities in full compliance with applicable water quality standards and regulatory requirements, and the alternative would not introduce new pollutant sources or violate WDRs. Regarding groundwater, the option would not increase groundwater extraction or interfere with groundwater recharge, as stormwater management would remain consistent with the approved project design and applicable groundwater management plans. In terms of drainage patterns and runoff, this option would allow treated stormwater to discharge and drain naturally toward Cope Lake, rather than being conveyed through a detention basin, pump facilities, and storm drain force main; however, this change would not increase runoff volumes, alter drainage patterns in a manner that would cause erosion or flooding, or exceed the capacity of downstream drainage systems. This option would not increase flood risk or impede flood flows, as stormwater flows would remain within the hydrologic conditions evaluated in the Prior FEIR and would be subject to applicable erosion control and post-construction stormwater requirements. Finally, this option would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan, as it would remain subject to all applicable City, RWQCB, and Zone 7 requirements, as discussed in the Prior FEIR. Accordingly, hydrology and water quality impacts associated with the Zone 7 Stormwater Option would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to hydrology and water quality. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XI. Land Use and Planning** *Would the project:* | | | | | |
| a) Physically divide an established community? | No impact | No | No | No | NA |
| b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | Less than significant impact | No | No | No | NA |

# Discussion

### a) Division of an Established Community

**Would the project: Physically divide an established community?**

***Prior FEIR Conclusions***

As stated in the Prior FEIR, the physical division of an already established community typically refers to construction of a linear feature, such as an interstate highway, railroad tracks, or the removal of a means of access that would impact mobility within an existing community and an outlying area. The County Project would include the development of market-rate single-family homes, junior ADUs, and certain off-site improvements, including a WWTP, a recycled water storage facility, a water storage and booster pump facility, agricultural irrigation fields, and two bioretention areas. For the reasons detailed in the Prior FEIR, the County Project is consistent with the surrounding land uses and would not physically divide an established community since it would not involve the construction of a linear feature or the removal of a means of access that would impact mobility within the County. Similarly, as discussed under Alternative 2, the residential development would be consistent with City land use plans and would not divide an established community. Impacts would be similar to the County Project.

(Draft EIR, p. 6-16). Therefore, the Prior FEIR concluded that there would be no impact. (Draft EIR, p. 3.10-8, 6-16).

***Proposed Project Analysis and Conclusion***

The proposed project includes the construction of 189 single-family homes and 48 junior ADUs on an approximately 30-acre project site, in addition to related improvements including a bioretention area and stormwater detention basin to be located approximately 0.45 mile east of the project site, adjacent to El Charro Road. The project site and associated off-site improvement areas are currently vacant with no structures or existing development.

The development of the proposed project would not involve the construction of any type of linear feature that would impair mobility within an existing community, nor would it remove a means of access in a manner that would impede travel or otherwise constitute division of an established community. Rather, the proposed project would be designed in accordance with the relevant City General Plan's policies that encourage a cohesive, integrated site and circulation plan. As such, consistent with the impact conclusion of the Prior FEIR, the proposed project would have no impact related to dividing an established community. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**b) Conflict with Applicable Land Use Plans, Policies, or Regulations**

**Would the project: Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the proposed residential project is consistent with the MDR land use designation in the ECAP, which allows for 4.1 to 8.0 du/acre. Although the project site is currently zoned A, the zoning is inconsistent with the ECAP designation. Under Government Code Sections 65589.5(j)(4) and 65905.5(c)(2), the County Project does not require rezoning if it complies with objective general plan standards. The proposed density of 7.3 du/acre aligns with the applicable MDR standards set forth in the ECAP and supports County housing goals and Regional Housing Needs Allocation (RHNA) targets. The Prior FEIR also found that the County Project's off-site improvements would be consistent with the applicable Water Management (WM) and LPA General Plan land use designations. Therefore, the Prior FEIR concluded that impact would be less than significant. (Draft EIR, p. 3.10-9, 6-16).

***Proposed Project Analysis and Conclusion***

The proposed project includes annexation of the approximately 30-acre project site into the City, and includes a General Plan Amendment to redesignate the project site from the County MDR land use to the City's MDR land use. According to the City's General Plan, the proposed project would be consistent with the City's MDR land use designation, which allows for 2 to 8 du/acre and supports any housing type (detached and attached single-family homes, duplexes, townhouses, condominiums,

and apartments) in addition to religious facilities, schools, daycare facilities, and other community facilities. The proposed project would also include pre-zoning of the project site to PUD-MDR to be consistent with the proposed project's density and General Plan land use designation. The purpose of the PUD district, as stated in the Municipal Code, is to ensure that the goals and objectives of the City's General Plan are promoted without discouraging innovation by application of restrictive developmental standards.

The proposed project would be designed in accordance with the City General Plan and Zoning Ordinance and would be consistent with the development standards and allowed uses of the MDR designation and the PUD-MDR zone. Consistent with the impact conclusion of the Prior FEIR, the proposed project would not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The proposed project would comply with applicable provisions of the CBC and General Plan policies designed to protect the environment. Additionally, please refer to Appendix C for a consistency analysis of applicable policies from the General Plan.

The City has also established noise land use compatibility standards for new land use development. For new single-family residential development, the City's "normally acceptable" standard is 60 A-weighted decibel (dBA) $L_{dn}$ for exterior noise in private or shared outdoor use areas excluding front yards. This means that the specified land use would be considered satisfactory for that noise environment, based upon the assumption that any buildings involved are of normal conventional construction, without any special insulation requirements. As noted in the noise analysis prepared for this project, the measured existing ambient noise levels are 59 dBA CNEL next to roadway segments adjacent to the project site.[39] Furthermore, the project site is located well outside the 55, 60, and 65 dBA CNEL noise contours shown in the ALUCP. Therefore, the existing ambient noise environment meets the City's "normally acceptable" standard noise land use compatibility standard of 60 dBA $L_{dn}$ for single-family residential development as measured at any point on the project site and no additional noise insulation would be required beyond compliance with standard CBC requirements to meet the interior noise standard of 45 dBA $L_{dn}$. As such, consistent with the conclusion in the Prior FEIR, impacts would be less than significant. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe land use impacts because it would not change approved land uses, land use designations, or zoning, nor introduce new development or intensify existing uses, and was considered in the Prior FEIR. Discharging treated stormwater to land east of El Charro Road would not physically divide an established community or

[39] CNEL is the Community Noise Equivalent Level, which is a weighted average that applies a 5 dBA penalty to noise between 7:00 p.m. and 10:00 p.m. and a 10 dBA penalty between 10:00 p.m. and 7:00 a.m. $L_{dn}$ is the day/night equivalent noise level average that only applies a 10 dBA penalty to noise between 10:00 p.m. and 7:00 a.m. CNEL and $L_{dn}$ are within one dBA of each other and are normally interchangeable.

conflict with applicable land use plans or policies, and land use impacts would remain less than significant and consistent with the Prior FEIR.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to land use and planning. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XII. Mineral Resources** *Would the project:* | | | | | |
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State? | Less than significant impact | No | No | No | NA |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | Less than significant impact | No | No | No | NA |

# Discussion

### a-b) Loss of Minerals Resources of Statewide or Local Importance

**Would the project:** **a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?**

**b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?**

***Prior FEIR Conclusions***

The Prior FEIR determined that although the project site and proposed off-site improvement areas are located in an MRZ-2 zone, indicating potential for significant aggregate materials, the associated mining permit (SMP-31) is inactive, and the project site has already been graded and filled. No known

mineral resources of Statewide, regional, or local importance are present, and the project site and off-site improvement areas are not designated for mineral resource recovery in the County's General Plan, ECAP, or other applicable land use plans. The County Project would not interfere with existing or planned mineral extraction activities, nor would it preclude access to or extraction from adjacent parcels. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.11-11, 3.11-12, 6-17).

***Proposed Project Analysis and Conclusion***

Mineral resource conditions at the proposed project site remain the same as previously evaluated in the Prior FEIR. As previously determined, the proposed project would not result in the loss of availability of a known mineral resource that would be of regional, Statewide, or local value. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would have no impact with respect to mineral resources.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to mineral resources. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XIII. Noise** *Would the project:* | | | | | |
| a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | Less than significant impact with mitigation incorporated | No | No | No | MM NOI-1 |
| b) Generation of excessive groundborne vibration or groundborne noise levels? | Less than significant impact | No | No | No | NA |
| c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | Less than significant impact | No | No | No | NA |

# Discussion

## a) Noise Levels in Excess of Adopted Standards

**Would the project result in: Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

***Prior FEIR Conclusions***

The Prior FEIR found that construction activities, particularly grading and site preparation, would generate temporary noise levels up to 78 dBA 8-hour equivalent sound level ($L_{eq(8\text{-}hr)}$) at the nearest sensitive receptor, located approximately 35 feet from the construction zone. These levels would be intermittent and would decrease as equipment moves across the project site. These reasonable worst-case construction noise levels are below the adopted Federal Transit Administration (FTA) daytime 8-hour average threshold for receiving residential land uses of 80 dBA $L_{eq(8\text{-}hr)}$ but would exceed the nighttime threshold of 70 dBA $L_{eq(8\text{-}hr)}$. Therefore, MM NOI-1 was imposed, which requires restricting construction to daytime hours and implementing BMPs, such as mufflers, equipment maintenance, and strategic placement of staging areas. Therefore, the Prior FEIR concluded that construction noise impacts would be less than significant with mitigation incorporated.

The Prior FEIR also determined that operational impacts would be less than significant because project operational noise levels would not result in a substantial permanent increase in ambient noise levels in the vicinity of the project in excess of established standards, which consisted of compliance with General Plan Policy EC-1.2. This policy identifies that a significant noise impact would occur if a project would result in an increase by 5 dBA $L_{dn}$ or more where noise levels would remain “Normally Acceptable”; or result in an increase by 3 dBA $L_{dn}$ or more where noise levels would equal or exceed the “Normally Acceptable” level. Stationary source noise impacts would also occur if they exceeded daytime or nighttime noise performance standards of 50 dBA and 45 dBA $L_{eq}$, respectively. The analysis identified that mobile noise source increases would be below the applicable 5 dBA increase threshold and the stationary noise sources would range up to 44 dBA $L_{eq}$ outside of the nearest receiving residential land uses, which is less than the noise performance thresholds. Therefore, the Prior FEIR concluded that operational noise impacts would be less than significant without mitigation. (Draft EIR, pp. 3.12-19, 6-17).

***Proposed Project Analysis and Conclusion***

*Construction Noise Impacts*

The project site is proposed to be annexed into the City. According to Section 9.04.100 of the Municipal Code, construction noise is exempt from the noise performance standards of the Noise Ordinance 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., provided the construction activity meets at least one of the following noise limitations:

A. No individual piece of equipment shall produce a noise level exceeding 83 dBA at a distance of 25 feet. If the device is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close to 25 feet from the equipment as possible; or

B. The noise level at any point outside of the property plane of the project shall not exceed 86 dBA.

However, the Prior FEIR utilized the FTA thresholds for evaluating construction noise impacts. Therefore, the FTA thresholds used in the Prior FEIR remain appropriate for evaluating construction noise impacts for the proposed project, and the City has determined, in its discretion, to utilize both the City's standards and the FTA threshold here; thus, the analysis remains consistent with the methodology used in the Prior FEIR.

For residential uses, which are the only noise-sensitive land use types within 1,000 feet of the proposed project, the FTA's criteria are an 80 dBA $L_{eq(8\text{-}hr)}$ daytime limit, a 70 dBA $L_{eq(8\text{-}hr)}$ nighttime limit, and a 75 dBA $L_{dn}$ 30-day average. The closest sensitive receptor is located approximately 35 feet from the acoustical center of construction activity. Because construction would not occur during nighttime hours pursuant to implementation of MM NOI-1, the analysis in the Prior FEIR focused on the 80 dBA $L_{eq(8\text{-}hr)}$ daytime limit to evaluate the significance of the proposed project's construction-related noise impacts at nearby residential uses.

The City's construction noise standards are outlined in Section 9.04.100 of the Municipal Code, which identifies that construction noise is exempt from the noise performance standards of the Noise Ordinance 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., provided the construction activity meets at least one of the following noise limitations:

A. No individual piece of equipment shall produce a noise level exceeding 83 dBA at a distance of 25 feet. If the device is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close to 25 feet from the equipment as possible; or

B. The noise level at any point outside of the property plane of the project shall not exceed 86 dBA.

Construction activities under the proposed project would be similar to those under the County Project, albeit reduced in intensity to a certain degree due to the reduced project footprint. Construction noise impacts were found to be intermittent and variable under the Prior FEIR, reaching a maximum 8-hour average of 78 dBA $L_{eq(8\text{-}hr)}$. Given the substantial similarities between the proposed project and the County Project, it is reasonable to conclude that the proposed project would result in substantially the same levels of noise, if not slightly reduced. As such, estimated maximum construction noise levels would not exceed the City's construction noise standard of 86 dBA $L_{eq}$ as measured at the property plane. Additionally, MM NOI-1 would still be implemented to ensure adherence to the permissible construction hours and to ensure implementation of best management noise reduction techniques

and practices. Implementation of MM NOI-1 would ensure that construction noise levels would not result in a substantial temporary increase in ambient noise levels in excess of the FTA's thresholds for construction noise impacts. Therefore, with implementation of MM NOI-1, consistent with the impact conclusions of the Prior FEIR, temporary construction noise impacts would be reduced to less than significant.

*Operational Stationary Noise Impacts*

**Operational Traffic Noise Impacts**

A significant impact would occur if operational noise levels generated by mobile noise sources at the project site would result in a substantial permanent increase in ambient noise levels in excess of the applicable noise standards established in the City's General Plan. The City's General Plan Noise Element Program 1.3 states that a significant noise impact would occur if exterior noise increased by more than 4 dBA over ambient levels. Therefore, for the purpose of this analysis, an increase of more than 4 dBA above ambient noise levels that would exist without the proposed project would be considered a substantial permanent increase in ambient noise.

According to the Prior FEIR, implementation of the County Project would result in traffic noise levels of up to 59.1 dBA CNEL under existing plus project conditions. However, the measured existing ambient noise levels adjacent to this roadway segment are 59 dBA CNEL.[40] Accordingly, project traffic noise levels would result in a 0.1 dBA increase over existing ambient noise levels. The analysis also showed that future plus project traffic noise levels would only result in a 0.6 dBA increase over future traffic noise levels that would exist without the project. Therefore, the proposed project would not result in a substantial increase in traffic noise levels above the City's adopted threshold.

The proposed project would be located on the same site and would include substantially the same residential uses (with slightly fewer units as well as a substantial reduction in off-site utility infrastructure) as compared with the County Project. Further, the proposed project anticipates a slight reduction in traffic noise from what was previously analyzed due to the nominally lower trip generation from the reduction in proposed residential units. As such, consistent with the impact conclusions in the Prior FEIR, the proposed project would not result in a substantial increase in traffic noise levels compared with traffic noise levels existing without the project, and this impact would be less than significant.

**Mechanical Equipment Operations**

A significant impact would occur if operational noise levels generated by stationary noise sources at the project site would result in a substantial permanent increase in ambient noise levels in excess of the applicable noise standards established in the City's General Plan. Program 1.3 of the City's

[40] The 59.5 dBA noise level presented is in a Community Noise Equivalent Level (CNEL), which is weighted by applying a 5 dBA penalty to noise between 7:00 p.m. and 10:00 p.m. and a 10 dBA penalty between 10:00 p.m. and 7:00 a.m. The day/night equivalent noise level only applies a 10 dBA penalty to noise between 10:00 p.m. and 7:00 a.m. Because of this weighting, a noise level that is weighted in a CNEL would always remain higher than the same noise level weighted over a day/night equivalent noise level.

General Plan Noise Element identifies that an increase of 4 dBA over existing ambient conditions is considered a threshold for significance.

The proposed project would result in substantially the same mechanical ventilation equipment compared to the County Project albeit with a nominal decrease given the slight reduction in units. Based on noise measurements, ambient noise levels are documented as being 59 dBA CNEL near the southwest portion of the project site, with daytime short-term ambient noise measurements ranging from 45.2 dBA to 57.1 dBA $L_{eq}$ across the site. Based on the proposed site plan, none of the mechanical systems would be located closer to off-site receptors than what was previously analyzed as the reasonable worst-case scenario. The modeled noise level for mechanical equipment was 44 dBA $L_{eq}$ as measured at the exterior of the nearest sensitive receptor. This reasonable worst-case stationary source operational noise level would not result in an increase of more than 4 dBA over documented existing ambient noise conditions identified above and is therefore consistent with the noise performance standard of Program 1.3. Therefore, consistent with the impact conclusions of the Prior FEIR, the proposed project's mechanical ventilation equipment operational noise impacts would be less than significant.

The proposed project's construction and operational noise impact would continue to be less than significant, and the proposed project would not introduce any new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### b) Groundborne Vibration

**Would the project result in: Generation of excessive groundborne vibration or groundborne noise levels?**

***Prior FEIR Conclusions***

The Prior FEIR evaluated vibration impacts using FTA criteria because the County does not have any quantitative applicable standards for construction or operational vibration thresholds. As detailed more fully therein, the nearest residences are not expected to experience vibration levels exceeding the thresholds for structural damage or annoyance. Construction equipment such as graders and trucks would operate at distances sufficient to avoid excessive vibration. Therefore, the Prior FEIR concluded that groundborne vibration impacts would be less than significant. (Draft EIR, pp. 3.12-24, 6-17).

***Proposed Project Analysis and Conclusion***

*Construction Vibration Impacts*

Pleasanton General Plan Noise Element Program 1.6 requires preparation of a vibration study by a qualified vibration consultant, with a site-specific engineering assessment for any proposed construction project that would require pile driving or similar vibration causing impacts. The assessment would minimize potential vibration impacts through such measures as pre-drilling pile hoses, driving piles hydraulically or enclosing sheet piles with rubber aprons. The City Engineer would review and approve all vibration studies. However, the proposed project would not include use

of pile driving or similar vibration causing construction methods, and therefore this requirement would not apply to the proposed project under its current application.

The City does not establish numeric thresholds for other types of construction-related groundborne vibration impacts; therefore, for purposes of this analysis, the City, in its discretion, has elected to apply FTA construction vibration criteria, consistent with the Prior FEIR. A peak particle velocity (PPV) of 0.2 in/sec at the nearest structure is used as the threshold for potential building damage.

The proposed project would involve substantially the same construction period, equipment, and processes as the County Project, with a reduced footprint and slightly reduced unit count. The nearest existing residential structures are approximately 25 feet west of the construction footprint where the heaviest vibration generating equipment could operate. At this distance, vibration from bulldozers would be approximately 0.089 in/sec PPV, well below the 0.2 in/sec threshold. Vibratory rollers, used for internal streets, would operate approximately 100 feet away, generating up to 0.013 in/sec PPV as measured at the nearest receiving structure, also well below the threshold. Given that equipment types and distances from construction footprints to receptors remain comparable, construction vibration would not exceed the applicable criteria, and the impact would remain less than significant consistent with the Prior FEIR's impact conclusion.

*Operational Vibration Impacts*

Similar to the County Project, implementation of the proposed project would not include any permanent sources of vibration that would expose persons in the project vicinity to groundborne vibration levels that could be perceptible without instruments at any existing sensitive land use in the vicinity of the project site. Therefore, the proposed project would not generate groundborne vibration or groundborne noise levels in excess of established standards and, similar to the conclusions of the Prior FEIR, would result in a similar less than significant impact related to operational groundborne vibration. Given these considerations, the proposed project's groundborne vibration impact from operations would be less than significant.

Therefore, the project construction and operational groundborne vibration impact would continue to be less than significant consistent with the impact conclusions of the Prior FEIR, and the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### c) Airport or Private Airstrip Noise

**Would the project result in: For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

***Prior FEIR Conclusions***

The Prior FEIR determined that a significant impact would occur if the County Project were located in the vicinity of a private airstrip or within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport and exposed people residing or working in the vicinity to excessive noise levels. The project site is approximately 1.6 miles southwest of Livermore Municipal Airport and is subject to the ALUCP. The project site is located outside the 55, 60, and 65 dBA CNEL noise contours shown in the ALUCP (Figure 3-2, Noise Compatibility Zones). Therefore, the Prior FEIR concluded that implementation of the County Project would not expose residents to airport-related noise levels that exceed normally acceptable standards for residential development. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.12-25, 6-17).

***Proposed Project Analysis and Conclusion***

As discussed in the Prior FEIR, a significant impact would occur if the proposed project would expose people residing or working in the project area to excessive noise levels for a project located in the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within 2 miles of a public airport or public use airport.

The proposed project would occupy the same site as the County Project evaluated in the Prior FEIR and would remain approximately 1.6 miles southwest of Livermore Municipal Airport, within the area subject to the Livermore ALUCP. The project site continues to be located well outside the 55, 60, and 65 dBA CNEL noise contours shown in the ALUCP. Exposure to aircraft-related noise would therefore be the same as previously evaluated in the Prior FEIR (although there would be a slight reduction of people exposed, given the nominal reduction in unit count). As such, consistent with the impact conclusions of the Prior FEIR, implementation of the proposed project would not expose persons residing or working in the vicinity to noise levels from airport activity that would be in excess of normally acceptable standards, and impacts would be less than significant. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified. No additional analysis is required.

## Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not result in any new or more severe noise impacts compared to those previously analyzed since it was considered in the Prior FEIR. By eliminating construction and operation of the detention basin, pump facilities, and storm drain force main (as contemplated in the City Stormwater Option), this option would incrementally reduce construction-related equipment

noise and would avoid operational noise associated with mechanical pumping infrastructure. Consistent with the impact conclusions in the Prior FEIR, this option would not introduce new stationary noise sources or increase traffic noise levels, and all applicable noise-related mitigation measures from the Prior FEIR would continue to apply. Accordingly, noise impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

**MM NOI-1** Prior to issuance of construction permits, the following language shall be included, verbatim, in the general notes section of all the civil plan construction documents.

- The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
- The construction contractor shall ensure that unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes) is prohibited.
- The construction contractor shall utilize “quiet” models of air compressors and other stationary noise sources where technology exists.
- At all times during project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from adjacent residences.
- The construction contractor shall ensure that the construction staging areas shall be located to create the greatest feasible distance between the staging area and noise-sensitive receptors nearest the project site.
- The construction contractor shall ensure that all on-site construction activities, including the operation of any tools or equipment used in construction, drilling, repair, alteration, grading, or demolition work, are limited to between the hours of 7:00 a.m. to 7:00 p.m. on any day except Saturday or Sunday, or 8:00 a.m. to 5:00 p.m. on Saturday or Sunday.

### Implementing Measure for MM NOI-1

Upon annexation of the proposed project into the City of Pleasanton (City) and prior to issuance of construction permits, the language identified in MM NOI-1 shall be included in the general notes section of all civil plan construction documents, except that the last bullet point shall be replaced with the following, to reflect the City’s allowed construction hours:

- “The construction contractor shall ensure that all on-site construction activities, including the operation of any tools or equipment used in construction, drilling, repair, alteration, grading, or demolition work, are limited to between the hours of 8:00 a.m. and 8:00 p.m. daily, and between 10:00 a.m. and 6:00 p.m. on Sunday and holidays” to reflect the City’s allowed construction hours.”

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to noise. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XIV. Population and Housing** *Would the project:* | | | | | |
| a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | Less than significant impact | No | No | No | NA |
| b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? | No impact | No | No | No | NA |

# Discussion

### a) Growth Inducement

**Would the project: Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the County Project would result in direct population growth by constructing 194 single-family homes, including 49 deed-restricted junior ADUs, totaling 243 dwelling

units.[41] Based on the County's average household size of 2.84 persons, the County Project is expected to generate approximately 691 new residents. However, this growth is consistent with the County's Housing Element and the Sixth Cycle RHNA targets and represents an increase of less than 1 percent relative to the County's 2023 population. The project site is designated for MDR in the ECAP, and the County Project's density of 7.3 du/acre falls within the MDR range of 4.1 to 8.0 du/acre. The County Project would not require rezoning due to consistency with the Alameda County General Plan land use designation, and it would not extend roads or other infrastructure in a way that induces unplanned growth. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.13-11, 6-18).

***Proposed Project Analysis and Conclusion***

The proposed project would result in an estimated population increase of approximately 588 residents using the City's average household size of 2.48 persons per household. Although the project site would be annexed into the City and would therefore sustain growth not accounted for in the General Plan, the proposed project would be within the density range allowed by the City's General Plan (2 to 8 du/acre). Furthermore, the estimated 588 residents would account for less than 1 percent of the City's 2024 population of approximately 75,664 persons.[42,43]

The proposed project would include slightly fewer units than what was evaluated in the Prior FEIR: 189 homes and 48 junior ADUs versus 194 homes and 49 junior ADUs. The proposed project does not include new commercial or employment-generating uses that would attract additional population, nor does it propose substantial off-site infrastructure improvements that could facilitate further unplanned growth beyond the project site.

Subject to annexation approval (reflecting a logical extension of the City's municipal boundaries), all utility connections (water, sewer, stormwater) would be tied into existing City systems, and roadway improvements would be limited to those necessary for project access and connectivity, rather than opening up undeveloped areas for future growth. As such, the proposed project would not induce substantial population growth in the area, either directly through new homes or businesses, or indirectly through extension of infrastructure, and would not result in growth beyond what is already anticipated in local plans and policies. In addition, in the event of annexation, the installation of a WWTP would be unnecessary, thereby avoiding any growth inducement that may be associated therewith. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe impacts than those previously identified in the Prior FEIR. No additional analysis is required.

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[41] As detailed in Section 2.2.1, Arroyo Lago Residential Project Environmental Impact Report, the Prior FEIR evaluated development of up to 194 dwelling units and 49 junior ADUs. However, prior to project approval, the Planning Commission and applicant agreed to revise the County Project to include up to 190 dwelling units with 48 junior ADUs. This analysis evaluates the proposed project in comparison to the County Project as evaluated in the Prior FEIR.

[42] United States Census Bureau. 2024. QuickFacts: Pleasanton City, California. July 1. Website: https://www.census.gov/quickfacts/fact/table/pleasantoncitycalifornia/PST045224. Accessed March 3, 2026.

[43] (588 residents / 75,664 persons) * 100 = approximately 0.78 percent

### b) Displacement of Persons or Housing

**Would the project: Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

***Prior FEIR Conclusions***

The Prior FEIR found that the project site is currently vacant, and there are no existing housing units or permanent residents on the project site. As such, development of the County Project would not result in the displacement of existing residents or housing or necessitate the construction of replacement housing elsewhere. Therefore, the Prior FEIR concluded that there would be no impact. (Draft EIR, pp. 3.13-12, 6-18).

***Proposed Project Analysis and Conclusion***

As the project site for the proposed project remains the same project site as the County Project, the project site does not contain existing housing or residents. As such, consistent with the Prior FEIR's impact conclusion, the proposed project would not displace existing residents or housing, necessitating the construction of replacement housing, and no impact would occur. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

Because the Zone 7 Stormwater Option is limited to a modification in stormwater management infrastructure and does not alter the proposed project's residential development program, it would have no impact with respect to population or housing.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to population and housing. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XV. Public Services** *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:* | | | | | |
| a) Fire protection? | Less than significant impact | No | No | No | NA |
| b) Police protection? | Less than significant impact | No | No | No | NA |
| c) Schools? | Less than significant impact | No | No | No | NA |
| d) Parks? | Less than significant impact | No | No | No | NA |
| e) Other public facilities? | Less than significant impact | No | No | No | NA |

# Discussion

### a) Fire Protection and Emergency Response Services

**Would the project:** **Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection?**

### *Prior FEIR Conclusions*

The Prior FEIR found that, through current automatic aid agreements with ACFD, the County Project would be served primarily by the LPFD, which has five fire stations and a daily staffing level of 18 personnel. The County Project would provide initial emergency response from LPFD's Fire Station 1, located approximately 0.64 mile south of the project site. Further, the County Project would be required to comply with applicable provisions of the CBC and the California Fire Code. In compliance with the California Fire Code, Part 9 of the CBC, during construction, the County Project would be required to follow fire safety standards related to the provision of fire apparatus access as part of the acquisition of building permits. This would include LPFD's review and approval of proposed fire apparatus access, fire lanes, security gates, and fire hydrant systems to ensure compliance with applicable standards. The County Project would also pay required fees charged by the County and ACFD, which would contribute funding for increased staffing and fire protection resources. The County Project would not include or otherwise trigger the construction of new or physically altered governmental facilities with respect to fire protection and emergency medical services.

In evaluating annexation of the project site to the City, the Prior FEIR, in Alternative 2, determined that demand for public services, including fire protection and emergency medical services, would be the same as the County Project based on an equivalent number of residences and junior ADUs, and impacts would remain less than significant. (Draft EIR, pp. 6-18, 6-19). Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.13-11, 6-18, 6-19).

### *Proposed Project Analysis and Conclusion*

Even with the annexation of the project site into the City, the proposed project would be served by LPFD for fire protection and emergency medical services, and the proposed project would be substantially the same as the County Project with respect to residential uses, albeit with a slightly fewer number and a corresponding nominal decrease in new residents.

As with the County Project, the proposed project would be required to comply with applicable provisions of the CBC and California Fire Code regulations during construction, as well as undergo review by LPFD to confirm compliance with same. The proposed project would also be required to pay applicable capital facilities fees as outlined in Municipal Code Chapter 3.22. Through the capital facilities fee, the project applicant would be making its pro rata fair share payment toward planned future fire protection/emergency response services/facilities. Similar to the County Project, the proposed project would not include or otherwise trigger the construction of new or physically altered governmental facilities with respect to fire protection and emergency medical services. Based on the foregoing and consistent with the impact conclusions of the Prior FEIR, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### b) Police Protection

**Would the project:** **Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Police protection?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the Alameda County Sheriff's Office would provide law enforcement services from its Eden Township Substation. Although the substation has limited staffing and response times exceed the County's performance objective, the Sheriff's Office did not identify a need for new or expanded physical facilities to serve the County Project. While the County Project would incrementally increase demand for police services, CEQA does not consider staffing deficiencies alone to be a physical environmental impact; rather, it is only when the subject project demand would trigger the need for new or physically altered facilities in order to maintain acceptable response times, the construction of which could cause significant impacts, which is not the case with respect to the County Project.

In evaluating annexation of the project site to the City, the Prior FEIR, in Alternative 2, determined that demand for public services would be the same as the County Project, but some service providers would change to those of the City, and impacts would remain less than significant. (Draft EIR, pp. 6-18, 6-19). Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.13-13, 6-18, 6-19).

***Proposed Project Analysis and Conclusion***

The proposed project would be served by the Pleasanton PD. While the proposed project could result in an increased demand for police protection services to a certain degree as compared to existing conditions, as was previously evaluated in the Prior FEIR, the proposed project would be required to comply with the applicable policies and programs of the General Plan that would ensure that police protection services keep pace with new development. For example, Program 2.1 of Policy 2 under Goal 3 in Chapter 6 (Public Facilities and Community Programs Element) and Program 26.2 of Policy 26 under Goal 8 in Chapter 5 (Public Safety Element) require new development to pay its fair share of costs associated with site acquisition and facility improvements for municipal services, as well as police safety improvements. The proposed project would also be required to pay the capital facilities fee outlined in Chapter 3.22 of the Municipal Code, which would ensure that the proposed project contributes its pro rata fair share toward future planned police services/facilities.

The addition of approximately 588 residents would not, by itself, necessitate the construction of new police stations or substantial expansion of existing police facilities. Police service demands associated with population growth in the City are generally addressed at this new level of demand through long-range planning, staffing adjustments, and incremental facility upgrades funded

through citywide development fees and General Plan-mandated financing mechanisms, rather than through project-specific construction of new police facilities. As a result, the proposed project would not directly induce new police facility construction that could result in significant environmental impacts.

Furthermore, all development requiring a discretionary use permit, such as the proposed project, would be submitted and reviewed by Pleasanton PD, which allows Pleasanton PD an opportunity to provide recommendations that would reduce impacts on police services (Program 29.2). As such, potential impacts would be less than significant, consistent with the impact conclusions of the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### c) Schools

**Would the project: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Schools?**

#### *Prior FEIR Conclusions*

The project site is located within the jurisdiction of the Pleasanton Unified School District (PUSD) and would be served by Alisal Elementary School, Harvest Park Middle School, and Amador Valley High School. As discussed in the Prior FEIR, the County Project would increase the number of residential units as compared to existing conditions, thereby increasing the need for school services for the County Project and its residents. Although Alisal Elementary may be impacted as it is nearing capacity (the other schools were found to have available capacity), the County Project would pay applicable school impact fees pursuant to Government Code Section 65996, which constitutes full and complete mitigation under CEQA. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.13-14, 6-18, 6-19).

#### *Proposed Project Analysis and Conclusion*

The proposed project would still be served by PUSD, but it would slightly reduce the number of units and corresponding number of students generated compared to that evaluated in the Prior FEIR. The Prior FEIR's analysis remains applicable to the proposed project, which would generate approximately 145 students, nominally less than the 148 students estimated for the County Project.[44] Based on current available data regarding school capacity and communications with PUSD, the proposed project would have the potential to impact Alisal Elementary School. However, the proposed

[44] Sheikholeslami, Ahmad. Assistant Superintendent of Business Services. Pleasanton Unified School District. Personal communication: email. May 16, 2023.

project would still be required to pay applicable school impact fees pursuant to Government Code Section 65996, which constitutes full and complete mitigation under CEQA. Therefore, consistent with the impact conclusions of the Prior FEIR, the proposed project's impacts would be less than significant and would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### d) Parks

**Would the project: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Parks?**

***Prior FEIR Conclusions***

As detailed in the Prior FEIR, the County Project includes the development of an approximately 0.7-acre private park that would be open to the public, and approximately 0.5 mile of multiuse trails. Although the County Project would increase demand for park facilities due to population growth as compared to existing conditions, the County Project would either dedicate parkland or pay applicable development fees to offset this demand pursuant to applicable County and State law requirements.

The County currently exceeds its goal of 5 acres of parkland per 1,000 residents, and the County Project would not decrease that ratio below the threshold. Except for the proposed on-site park, no new or expanded park facilities would be required by the County Project, and the impacts of that park development were contemplated in the relevant environmental topic areas throughout the Prior FEIR.

Because of the project site's location relative to the City, the Prior FEIR determined that residents of the proposed project would also likely utilize City park facilities; accordingly, the Prior FEIR included an evaluation of City park land and standards. The City's park standard is 5 acres of parkland per 1,000 residents. (Draft EIR, p. 3.14-15). According to the City's 2023-2031 (6th Cycle) Housing Element Update Program EIR, the City maintains 46 developed park sites that total 385 acres of parkland;[45] this acreage translates to approximately 5.09 acres per 1,000 residents.[46,47] Therefore, because the City maintains a park service standard over its 5 acres of park and recreational uses per

[45] City of Pleasanton. 2022. Program Environmental Impact Report City of Pleasanton 2023-2031 (6th Cycle) Housing Element Update. Website: https://files.ceqanet.lci.ca.gov/277712-3/attachment/-bwD-NIbsCtS27yQFn3dCFDFxvAATXvXAuUCWntLOWyyE9xYwOCV3-nixSHdoCaK6829Yoe_cKtAK_Xs0. Accessed March 10, 2026.

[46] United States Census Bureau. 2026. QuickFacts: Pleasanton City, California. Website: https://www.census.gov/quickfacts/fact/table/pleasantoncitycalifornia/PST045224. Accessed April 20, 2026.

[47] Based on a population of 75,664 persons as of July 1, 2024.

1,000 residents, the additional use by project residents would not cause the ratio to lower such that it would be inconsistent with Program 10.18 of the City's General Plan.

Additionally, the proposed project would be required to comply with the County's Park Dedication Ordinance (Chapter 12.20 of the County Code of Ordinance), the purpose of which is to assure that each new residential unit in the unincorporated area bears the burden of its individual, incremental share of improvements needed to accommodate the cumulative demand for park and recreation facilities caused by all new residential development, and to ensure that the current level of park and recreation facilities is maintained (County Code Section 12.20.030). The proposed project would be required to comply with the Ordinance through a combination of on-site park dedications and a payment of an in lieu fee, as set forth in an enforceable COA. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.13-15, 6-18, 6-19).

***Proposed Project Analysis and Conclusion***

As previously stated, the City maintains approximately 385 acres of parks, translating to approximately 5.09 acres per 1,000 residents, above its park service standard of 5 acres of park and recreational uses per 1,000 residents.

Consistent with the County Project, the proposed project would still provide an approximately 0.7-acre private park and approximately 0.5 mile of multiuse trails. Additionally, the proposed project would provide a Public Access Easement to allow the public to use its on-site park amenities. With the proposed project's anticipated increase of approximately 588 residents[48] (slightly lower than the County Project) and the inclusion of an approximately 0.7-acre private park, the ratio of parklands per 1,000 residents for the City would be approximately 5.06 acres per 1,000 residents.

However, as evaluated in the Prior FEIR, improvements identified in the City's Parks and Recreation Master Plan and General Plan were planned independent of the proposed project. The proposed project would not necessitate these planned park improvements, which have already been identified, planned, and analyzed at a program level. The impacts associated with the proposed on-site park facilities were thoroughly evaluated in the Prior FEIR in the appropriate environmental topic areas. Furthermore, the proposed project would be required to pay applicable capital facilities fees as outlined in Chapter 3.22 of the Municipal Code, which would further contribute to the City's planned park facilities. Finally, the applicant would be responsible for satisfaction of the City's parkland dedication requirements. Therefore, consistent with the Prior FEIR's impact conclusion, the proposed project would have a less than significant impact in this regard and, as such, would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

[48] (189 dwelling units + 48 junior ADUs) * 2.48 (City's average persons per household) = approximately 588 persons

### e) Other Public Services

**Would the project: Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Other public services?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the County Project would increase demand for library services as compared to existing conditions. Consultation with the Alameda County Library and Pleasanton Public Library indicated that the additional demand would be minimal and could be accommodated without the need for new or expanded facilities. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.13-16, 6-18, 6-19).

***Proposed Project Analysis and Conclusion***

Consistent with the County Project, the proposed project could result in an increased demand for library services as compared to existing conditions. However, the proposed project would slightly reduce the number of units from that proposed by the County Project and would result in a corresponding nominal decrease in new residents generated.

As stated in the Prior FEIR, the Pleasanton Public Library was consulted in a letter dated May 19, 2023 and confirmed that the proposed project would not have a substantial impact on the library and that the library would be able to accommodate the proposed project as part of the existing facilities. The City identified the need for expansion of the Pleasanton Library. However, the City's General Plan and Library Master Plan indicate a planned expansion of the Pleasanton Public Library. Pleasanton Public Library is supported by the City's General Fund and grant funding at approximately $4 million annually. Thus, the need for an expansion of the library facilities is not necessitated by the proposed project and is an existing deficiency. The need for additional library services have already been analyzed in the General Plan EIR and the Housing Element Update Program EIR. Therefore, consistent with the Prior FEIR's impact conclusion, the proposed project's impact in this regard would be less than significant and, as such, would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

## Zone 7 Stormwater Option

Because the Zone 7 Stormwater Option is limited to a modification in stormwater management infrastructure and does not alter the proposed project's residential development program or the scale or nature of development, impacts would remain less than significant with respect to public services.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to public services. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XVI. Recreation** *Would the project:* | | | | | |
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | Less than significant impact | No | No | No | NA |
| b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? | Less than significant impact | No | No | No | NA |

# Discussion

### a-b) Existing Neighborhood and Regional Parks and Recreational Facilities

**Would the project:**

**a) increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

**b) include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?**

***Prior FEIR Conclusions***

The Prior FEIR evaluated the addition of up to approximately 691 new residents,[49] potentially increasing demand for recreational facilities as compared to existing conditions. However, the County Project would include a centrally located approximately 0.7-acre private park and approximately 0.5 mile of multiuse trails, designed to serve both new residents and the surrounding community, thereby reducing pressure on existing public parks. These amenities are integrated into the project design and would be constructed on-site, eliminating the need for new or expanded off-site recreational facilities, the impacts of which were fully evaluated in the relevant environmental topic areas throughout the Prior FEIR.

The County Project would be subject to applicable development impact fees per Alameda County requirements, which would further support maintenance and improvements to existing and planned facilities. Additionally, the Prior FEIR determined that both the County and the City currently exceed their park service standards of 5 acres of parkland per 1,000 residents. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.15-7 -3.15-9, 6-20).

***Proposed Project Analysis and Conclusion***

Residents of the proposed project during operation would have access to local parkland operated by the City, as well as nearby regional parkland operated by the East Bay Regional Parks District (EBRPD). As described in the Prior FEIR, the EBRPD and the City each have a target park service standard of at least 5 acres of parkland per 1,000 residents. The EBRPD currently provides approximately 109 acres of parkland per 1,000 residents, while the City provides approximately 5.09 acres per 1,000 residents.[50,51,52] As the EBRPD and the City both currently exceed their target park service standards, the estimated 588 new residents[53] that would result from the proposed project would not be enough to trigger an increase in use of these existing facilities such that substantial physical deterioration of such facilities would occur or be accelerated.

Additionally, consistent with the County Project, the proposed project would include an approximately 0.7-acre private park with a Public Access Easement, as well as approximately 0.5 acre of multiuse trails, the construction of which would be subject to relevant local policies and regulations; as discussed above, the potential environmental impacts of these recreational amenities were fully evaluated in the relevant environmental topic areas throughout the Prior FEIR.

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[49] (194 units + 49 junior ADUs) * 2.84 (County's average persons per household) = approximately 691 persons

[50] East Bay Regional Park District (EBRPD). 2026. About Us. Website: https://www.ebparks.org/about-us. Accessed March 10, 2026.

[51] California Department of Finance (DOF). 2025. E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020-2025. Website: https://dof.ca.gov/Forecasting/Demographics/Estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2025/. Accessed March 10, 2026.

[52] City of Pleasanton. 2022. Program Environmental Impact Report City of Pleasanton 2023-2031 (6th Cycle) Housing Element Update. Website: https://files.ceqanet.lci.ca.gov/277712-3/attachment/-bwD-NIbsCtS27yQFn3dCFDFxvAATXvXAuUCWntLOWyyE9xYwOCV3-nixSHdoCaK6829Yoe_cKtAK_Xs0. Accessed March 10, 2026.

[53] (189 units + 48 junior ADUs) * 2.48 (City's average persons per household) = approximately 588 persons

As the proposed project involves annexation into the City, the project applicant would be required to pay the City's applicable capital facilities fee, which would further support the City's planned recreational facilities through this pro rata fair share contribution. Consistent with the Prior FEIR's impact conclusions, the proposed project would have a less than significant impact related to existing recreational facilities and the construction of new or expanded recreational facilities. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

Because the Zone 7 Stormwater Option is limited to a modification in stormwater management infrastructure and does not alter the proposed project's residential development program or the scale or nature of development, impacts would remain less than significant with respect to recreation.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to recreation. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XVII. Transportation** *Would the project:* | | | | | |
| a) Conflict with a program plan, ordinance or policy of the circulation system, including transit, roadway, bicycle and pedestrian facilities? | Less than significant impact | No | No | No | NA |
| b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)? | Significant and unavoidable impact | No | No | No | MM TRANS-2 |
| c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | Significant and unavoidable impact | No | No | No | NA |
| d) Result in inadequate emergency access? | Less than significant impact | No | No | No | NA |

# Discussion

### a) Conflict with Circulation System Plan, Ordinance, or Policy

**Would the project: Conflict with a program plan, ordinance or policy of the circulation system, including transit, roadway, bicycle and pedestrian facilities?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project would generate bicycle, pedestrian, and transit trips and includes infrastructure to support these modes. The County Project proposes a sidewalk along Busch Road connecting to Ironwood Drive, internal pedestrian pathways, and bicycle storage at a central park. Although the project site is more than 0.5-mile walking distance from the nearest transit stop,[54] residents could access Wheels Route 10R and the Dublin/Pleasanton BART station via the Iron Horse Regional Trail. These features align with ECAP Policy 189, which promotes transit, bicycle, and pedestrian systems in major projects. Therefore, the County Project would not conflict with applicable circulation system policies. The Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.16-19, 6-20, 6-21).

***Proposed Project Analysis and Conclusion***

Consistent with the analysis in the Prior FEIR, the proposed project would generate bicycle, pedestrian, and transit trips and includes infrastructure to support these modes of transportation. Currently, there are no pedestrian or bicycle facilities that provide access to the project site. However, a separate approved and entitled project (the Villages at the Quarry Project) is required to make various roadway, bicycle, and pedestrian improvements to Busch Road, including bike lanes, sidewalks, a Class IV multiuse path, a roundabout that provides access to both the Villages at the Quarry Project and the proposed project's entrances, and a dedicated queueing lane for the PGS, all of which would be available for the benefit of the proposed project's residents as well. If the Villages at the Quarry Project does not proceed, the proposed project would be required to implement the applicable Busch Road bicycle and pedestrian improvements to ensure adequate multimodal access to the project site as addressed in the proposed project's PADA, as described in Section 2.3.4, above.

The proposed project would include the construction of approximately 0.5 mile of multiuse trails on the northern boundary of the project site and the western side of Street A in accordance with applicable City standards, including the design guidelines outlined in the City's Trails Master Plan. The Trails Master Plan envisions a new Class I Trail along El Charro Road connecting Busch Road and the existing Arroyo Mocho Trail to the north of the project site across the Chain of Lakes.[55]

[54] Although certain transit stops are located within approximately 0.5 mile of the project site when measured as a straight-line ("as-the-crow-flies") distance, the actual pedestrian travel distance exceeds 0.5 mile due to the absence of direct walking routes and the need to follow the existing street and path network.

[55] City of Pleasanton. 2019. Trails Master Plan. Website: https://www.cityofpleasantonca.gov/assets/our-government/public-works/engineering/landscape-ordinance/trails/trails-master-plan.pdf. Accessed March 10, 2026.

Development of the proposed project would not interfere with the construction of this trail and would provide additional trails to enhance connectivity in the project vicinity.

All proposed roads on the project site would contain 5-foot sidewalks on both sides, except for the eastern side of Street A, and would also provide crosswalks at all internal intersections except for adjacent to Street A's roundabout, in accordance with the City's Standard Specifications and Details. The proposed pedestrian facilities would comply with the applicable pedestrian pathway and crosswalk design guidelines of the City's Bicycle and Pedestrian Master Plan, which are intended to help ensure pedestrian safety.

The City's Bicycle and Pedestrian Master Plan also envisions future expansions to the City's pedestrian and bicycle facility network, such as a Class I Shared Use Path along El Charro Road, as outlined above.[56] The proposed project would not interfere with the City's implementation of its Bicycle and Pedestrian Master Plan, or the development of facilities envisioned under the plan. Therefore, the proposed project would have adequate on-site and off-site pedestrian and bicycle facilities, and impacts related to pedestrian and bicycle facilities would be less than significant, consistent with the Prior FEIR's impact conclusions.

As discussed in the Prior FEIR, the LAVTA Tri-Valley Wheels bus service provides fixed route bus service in Dublin, Pleasanton, and Livermore. The closest bus stops to the project site are Martin Avenue and Mohr Avenue, and Stanley Boulevard and Valley Avenue, approximately 0.3 mile northwest and 0.45 mile southwest of the project site, respectively.[57] The Dublin/Pleasanton BART station is approximately 2.6 miles from the project site. BART is a regional rail transit service that operates within the County and provides connections to Contra Costa, San Francisco, and San Mateo counties. ACE is a regional transit service that operates from Stockton to San José, passing through Tracy, Livermore, Pleasanton, and Fremont. The closest station, Pleasanton Station, is located approximately 2.10 miles southwest of the project site. While some amount of transit ridership would be generated by the proposed project, it would not include a degree of demand or any design features that would significantly impact the operation of these transit systems.

The proposed project would increase pedestrian and bicycle connectivity to the surrounding area via the off-site improvements described above, and future residents could bike from the project site to these transit stops and board with their bikes. Possible routes include the Class I Iron Horse Regional Trail, which would offer residents a low-stress bicycle route from the nearby intersection of Valley Avenue/Busch Road to the Dublin/Pleasanton BART station.

[56] City of Pleasanton. 2018. City of Pleasanton Bicycle & Pedestrian Master Plan. Website: https://www.cityofpleasantonca.gov/assets/your-community/getting-around/pleasanton-bicycle-pedestrian-master-plan.pdf. Accessed March 10, 2026.

[57] Although certain transit stops are located within approximately 0.5 mile of the project site when measured as a straight-line ("as-the-crow-flies") distance, the actual pedestrian travel distance exceeds 0.5 mile due to the absence of direct walking routes and the need to follow the existing street and path network.

In summary, consistent with the Prior FEIR's impact conclusions, the proposed project would not conflict with any plans or policies for transportation facilities and would provide adequate on-site pedestrian and bicycle facilities. Therefore, impacts would be less than significant. Thus, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### b) Inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)

**Would the project: Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?**

***Prior FEIR Conclusions***

The Prior FEIR determined that the average daily VMT for residents of the East Planning Area of Alameda County is 30.5 miles per capita. The associated VMT threshold is 15 percent below the County average, i.e., 25.9 VMT. The Prior FEIR determined that the County Project would generate 29.9 VMT per capita, exceeding the threshold of 25.9 VMT per capita for the East Planning Area of Alameda County. The Prior FEIR determined that a 13.4 percent reduction in VMT would be required for the County Project to achieve compliance with the County's VMT threshold.

The County Project incorporates several Transportation Demand Management (TDM) measures, including:

- 25 percent deed-restricted junior ADUs, contributing an approximately 0.4–1.2 percent VMT reduction.
- Traffic calming features on all project streets (1 percent reduction), which was required as MM TRANS-2.
- 1,000 feet of off-site sidewalk and bicycle lane improvements (0.5 percent reduction).

These reduction values are derived from the County's TDM/VMT Reduction program and together would provide a maximum reduction of 2.7 percent, which would be insufficient to meet the required 13.4 percent reduction. The project site's distance from transit and lack of full-time employment limits the applicability of other TDMs.

Similarly, for Alternative 2, the Prior FEIR determined that VMT per resident would remain above the City's significance threshold of 25.9, resulting in a significant and unavoidable impact. Therefore, the Prior FEIR concluded that impacts would be significant and unavoidable. (Draft EIR, pp. 3.16-22, 6-20–6-21; FEIR, p. 5-1).

***Proposed Project Analysis and Conclusion***

Fehr & Peers prepared a VMT Assessment for the proposed project (Appendix D), dated March 9, 2026. The VMT Assessment uses a Countywide average VMT (19.4 miles per capita) as its baseline rather than the Prior FEIR's use of average VMT for the East Planning Area of Alameda County (30.5

miles per capita). Accordingly, the VMT Assessment prepared for the proposed project identifies a VMT threshold of 16.5, which is 15 percent below the Countywide average VMT of 19.4 percent.

The proposed project's total baseline Home-based VMT per resident is 33.7, which is well above the identified threshold of 16.5; therefore, consistent with the Prior FEIR's analysis, the proposed project's effects on VMT are considered a significant impact.

Similar to the County Project, the proposed project incorporates several project design features that would reduce VMT, such as sidewalks throughout the subdivision and along the Busch Road frontage, as well as pedestrian trails, and traffic calming measures on internal streets, as required by the Prior FEIR's MM TRANS-2. These measures are derived from the County's TDM/VMT Reduction program, consistent with the City's certified Housing Element Update EIR's MM TRANS-2, and would reduce VMT to the greatest extent feasible; however, according to Fehr & Peers, sufficient VMT reduction strategies do not exist to reduce the proposed project's daily VMT per resident from 33.7 to 16.5 as required to mitigate the impact.

Even with implementation of MM TRANS-2, and the incorporation of the project design features described above, the proposed project would result in a significant and unavoidable impact, consistent with the impact conclusions in the Prior FEIR. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### c) Roadway Safety Hazards

**Would the project: Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

***Prior FEIR Conclusions***

The potential for the County Project to impact safety was evaluated in the Prior FEIR in terms of the adequacy of sight distance and need for turn lanes at the project access points, as well as the adequacy of stacking space in dedicated turn lanes at the study intersections to accommodate additional queueing from project-generated trips and the need for additional right-of-way controls.

Sightlines throughout the project site have been measured in each direction and satisfy the minimum corner sight distance recommendations. Additionally, any new landscaping, signage, or other structures placed near the project entrances would be positioned outside of the driver's vision triangle. Further, under both Existing and Future conditions, left-turn lanes are warranted at both proposed street connections to Busch Road upon the addition of project traffic, as well as traffic associated with the planned future extension of El Charro Road. The County Project would include channelized left-turn lanes to accommodate the eastbound drivers turning left into the western project street and eastern project street out of the way of through traffic as design features. This represents a beneficial impact to safety, as left-turn lanes would enable turning vehicles to wait out of the way of through traffic, reducing congestion and the likelihood of rear-end collisions. Additionally, traffic signal

calculations found that the estimated AM and PM peak traffic would not warrant a traffic signal installation.

The Prior FEIR found that while some hazard areas (sight distance, left-turn lanes, and traffic signals) would not constitute significant hazards, there would be a significant impact in regard to queueing. Specifically, the Prior FEIR found that the County Project would result in queueing impacts at several intersections, including Santa Rita Road/Valley Avenue and Stanley Boulevard/Valley Avenue–Bernal Avenue. These impacts could be mitigated by retiming traffic signals; however, because the intersections are under the jurisdiction of the City and the City was not the lead agency for purposes of that analysis, the mitigation was deemed unenforceable with respect to the County Project.

In discussing Alternative 2, the Prior FEIR determined that, as the City would be the agency responsible for implementation of the development under Alternative 2, it could implement the identified mitigation (retiming signals) to reduce geometric design hazards to less than significant and determined that queueing impacts could be mitigated. Nonetheless, the Prior FEIR concluded that queueing impacts related to the County Project would be significant and unavoidable. (Draft EIR, pp. 3.16-25, 6-20, 6-21).

***Proposed Project Analysis and Conclusion***

The proposed project is anticipated to generate traffic volumes comparable to those of the County Project, with a marginal decrease resulting from the slight reduction in the number of housing units proposed, while maintaining substantially the same street design and circulation plan. As such, impacts related to sight distance, left-turn lanes, and traffic signals would be similarly less than significant under the proposed project.

Additionally, it is expected that impacts related to queueing in the westbound right-turn lane at Santa Rita Road/Valley Avenue and the northbound right-turn lane at Stanley Boulevard/Valley Avenue–Bernal Avenue would be substantially the same as the impacts identified in the Prior FEIR for the County Project. However, as discussed in the Project Description, the Villages at the Quarry Project, which was separately approved and entitled, is anticipated to implement roadway improvements that would reduce potential impacts at these intersections. If the Villages at the Quarry Project does not proceed, the proposed project would be required to implement the applicable improvements to ensure impacts would be less than significant as addressed in the proposed project's PADA as discussed in Section 2.3.4, above. As such, impacts under the proposed project were fully evaluated in the Prior FEIR and would be less than significant. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### d) Inadequate Emergency Access

**Would the project: Result in inadequate emergency access?**

***Prior FEIR Conclusions***

The Prior FEIR evaluated emergency access and found that the County Project includes adequate internal circulation and access points. Emergency access routes are incorporated into the design, and

sight distance and turning movements at intersections were evaluated and found to meet Caltrans standards. No deficiencies were identified that would impede emergency response. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.16-29, 6-20, 6-21).

***Proposed Project Analysis and Conclusion***

Consistent with the analysis in the Prior FEIR, emergency access to the project site would be provided via two different access routes via Busch Road from Valley Avenue, and emergency vehicles would enter the project site through the western project driveway along Busch Road. The proposed project does not propose any permanent lane closures or obstructions that could impede emergency response to or from the project site from the surrounding streets.

The proposed project provides adequate internal circulation and emergency access, with all proposed roadways and access points designed to meet applicable City and fire department standards for emergency vehicles. Emergency response to and from the project site would also be supported by the surrounding arterial roadway network, including El Charro Road. The applicant would financially contribute to any identified improvements to El Charro Road to ensure it operates in accordance with emergency access standards. The proposed project would not obstruct or alter any major roadways that may serve as evacuation routes, such as Stanley Boulevard or I-680, and any temporary construction-related road closures would be minor and short-term. Furthermore, the proposed project would be reviewed by the LPFD to ensure compliance with all emergency access requirements.

As the proposed circulation network and street design would be substantially the same as the County Project, sight distance and turning movements at intersections would meet applicable City standards under the proposed project. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option is limited to a modification of stormwater management infrastructure and would not change the number of residential units, trip generation, roadway access points, or circulation patterns evaluated for the proposed project. By eliminating construction of the detention basin, pump facilities, and storm drain force main (as contemplated by the City Stormwater Option), this option would incrementally reduce construction-related vehicle trips and equipment hauling, while long-term operational traffic conditions would remain unchanged. Accordingly, consistent with the impact conclusions in the Prior FEIR, traffic impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

**MM TRANS-2** Prior to project operation, the proposed project would implement traffic calming elements on all of the street improvements included in the proposed project.

# Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to transportation. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XVIII. Utilities and Service Systems** *Would the project:* | | | | | |
| a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? | Less than significant impact | No | No | No | NA |
| b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? | Less than significant impact | No | No | No | NA |
| c) Result in a determination by the wastewater treatment provider which serves or may serve the | Less than significant impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | | | | | |
| d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | Less than significant impact | No | No | No | NA |
| e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste? | Less than significant impact | No | No | No | NA |

# Discussion

## a) Water, Wastewater, Stormwater, Electric, Natural Gas, or Telecommunications Facilities

**Would the project:** **Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?**

### *Prior FEIR Conclusions*

The Prior FEIR considered that the County Project includes construction of new utility infrastructure, including a 1-acre WWTP, a 0.4-acre water storage and booster pump facility, a 2.5-acre recycled water storage facility, and related agricultural irrigation fields. These facilities are designed to serve the County Project and would not require expansion of existing municipal systems. The County Project also includes stormwater drainage improvements, such as bioretention areas and new storm drainpipes, which would adhere to all applicable standards and requirements.

Potable water and wastewater distribution lines would be installed and connected to existing infrastructure. Electricity services would be provided by PG&E, and existing overhead lines would be placed underground. Further, phone and internet services would be provided through AT&T and Comcast, respectively. The foregoing services and utilities would be sufficient to serve the County Project and would not require the construction or expansion of new or relocated facilities as the project site is located by existing urban development, which already houses these facilities. As such, no new or expanded facilities would be required. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.17-1–3.17-16, 6-22–6.24).

### *Proposed Project Analysis and Conclusion*

*Water*

Water service for the proposed project would be provided by the City via a connection to an existing 12-inch diameter water line along Busch Road and an off-site existing 16-inch diameter water line on Mohr Avenue. To access the existing water line on Mohr Avenue, the proposed project would construct a new 12-inch diameter water line extending from the northwest corner of the project site, following the existing utility road, to Mohr Avenue (Exhibit 9c). Water service throughout the project site would be provided in water lines under the proposed internal streets. A Hydraulic Analysis prepared by Akel Engineering Group dated November 2025 evaluated the proposed water network using the City's calibrated domestic water system hydraulic model to assess system performance under maximum day demand, peak-hour demand, and maximum day demand plus fire flow conditions (Appendix E). The hydraulic analysis concluded that the proposed water distribution network, including the recommended 12-inch pipeline connection between Mohr Avenue and Busch Road, would provide adequate service pressures and fire flow to serve the proposed subdivision, consistent with the City's adopted performance criteria. Specifically, the analysis demonstrated that

service pressures would remain above the City's minimum standards and that required fire flows could be met while maintaining acceptable pressures and pipeline velocities. Additionally, the proposed improvements would not result in pump station impacts and would not require additional off-site water system improvements beyond those identified as part of the proposed project and the shared East Pleasanton pipeline connection. These findings are consistent with the City's Water Distribution System Capacity Master Plan which establishes systemwide criteria for water supply, distribution, and fire flow performance. Accordingly, the City has adequate water distribution capacity to serve the proposed project, and the proposed project would not require construction of new or expanded water supply, storage, or distribution facilities beyond those already planned and evaluated. Thus, as described in Impact UTIL-b, the City would have adequate water supplies available to accommodate the proposed project.

*Wastewater*

Wastewater services would be provided to the proposed project by the City. The City owns and operates sanitary sewer lines and conveys wastewater throughout the City to the DSRSD regional WWTP. Through a contract agreement with the City, DSRSD provides wastewater treatment services to the City.

The proposed project would include a connection to an existing off-site 8-inch diameter sewer line on Mohr Avenue, northwest of the project site. Similar to the proposed water and stormwater lines contemplated in the County Project, the proposed project would construct a new 8-inch diameter sewer line extending from the northwest corner of the project site, following the existing utility road, to Mohr Avenue to access the existing sewer line (Exhibit 9c). Sanitary sewer service throughout the project site would be provided in 8-inch diameter sanitary sewer lines under the proposed internal streets.

With respect to wastewater conveyance capacity, the City commissioned a Technical Memorandum by Woodard & Curran (dated November 12, 2025, included as Appendix E), to evaluate the existing network under several scenarios, including the addition of four future planned projects, and to identify improvements that could be funded by future development thus ensuring adequate capacity of downstream sewer lines exist to accommodate planned growth. The four projects evaluated in the Technical Memorandum include: Villages at the Quarry (Kiewit); Arroyo Lago; East Lakes; and Amazon.

The Technical Memorandum identifies several Capital Improvement Program (CIP) strategies and associated pro rata costs to be assumed by the proposed project and future development to ensure adequacy of the system to accommodate future flows under dry and wet weather scenarios. The proposed project would include construction of needed downstream sewer improvements according to the Technical Memorandum and would seek reimbursement as appropriate from future development according to the pro rata share methodology. The proposed project would also contribute funding for future water and wastewater infrastructure through payment of applicable City development impact fees, which are intended to support planned facilities operated by DSRSD.

*Stormwater*

Stormwater generated by the proposed project would be collected via storm gutters along the proposed internal streets and conveyed through an on-site network of 18-inch underground storm drainpipes. Under normal operating conditions, stormwater would be conveyed east from the project site using an approximately 45-inch diameter pipe that would be constructed east of Street F. The stormwater would be conveyed to a proposed primary bioretention area located approximately 0.45 mile east of the project site, adjacent to El Charro Road (Exhibit 9b).

The proposed project would include a primary bioretention area, which would include a treatment area of approximately 40,000 square feet. The bioretention area would contain two layers: an approximately 18-inch layer of bioretention soil mix and an approximately 12-inch layer of Class II permeable rock. After being treated, the stormwater would be pumped out of the bioretention basin into a storm drain force main that would be located in El Charro Road that would flow south until turning west and following Busch Road to a connection to an existing City storm drainpipe in Busch Road. In larger storm events, stormwater would be temporarily stored in a detention basin just northeast of the bioretention area. The detention basin has been sized to hold back-to-back 100-year storm events before providing metered outflow into the City's storm drain system to ensure that the capacity of the City's system is not exceeded.

In addition to the normal stormwater system, the proposed project is also designed with overland release, which includes a path for surface floodwater to flow through a development in a manner that protects structures should the underground storm drain system be blocked or overwhelmed.

In order to protect structures from flooding at the project site, the overland release would direct most of the surface flow south to Busch Road, but a portion of the project site starting from approximately Lot 118 and proceeding north has been designed to be captured in a secondary overland release inlet which would convey the stormwater into an approximately 24-inch diameter pipe that would connect with an existing storm drain line in Mohr Avenue.

All stormwater infrastructure improvements would be designed and constructed in accordance with the City of Pleasanton's Standard Specifications and Details and implemented through the City's COAs for the proposed project.

Based on the foregoing, the proposed project would not require relocation or construction of new or expanded stormwater facilities beyond what is proposed under the proposed project, and the proposed bioretention area, stormwater detention basin, and other City stormwater facilities would have adequate capacity to serve the proposed project. The proposed project would also be subject to the San Francisco Bay MRP, which includes LID standards and post-construction monitoring to encourage stormwater infiltration and retention.

*Electricity, Natural Gas, and Telecommunications*

Electric and gas services for the proposed project would be provided by PG&E, while AT&T would provide phone services, and Comcast would provide phone and high-speed internet services. The

proposed project would be served by existing utility lines on the north side of the project site and along Busch Road. Both power lines are currently located above ground but would be moved underground as part of the proposed project. As such, the proposed project would not require relocation or construction of new or expanded electric power, natural gas, or telecommunications facilities beyond what is proposed under the proposed project.

***Conclusion***

In summary, consistent with the impact conclusions in the Prior FEIR, impacts related to the need for relocation or construction of new or expanded water, wastewater treatment, stormwater drainage, electric power, natural gas, or telecommunications facilities would be less than significant. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### b) Water Supply

**Would the project: Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project would receive water supply from Cal Water through its Livermore District. Approximately 70 percent of the Livermore District's water is purchased from Zone 7, with the remaining 30 percent coming from groundwater. The Livermore District 2020 UWMP concluded that Zone 7 could meet all its obligations to provide adequate water supplies for the Livermore District on average in normal year, single dry year, and multiple dry years.[58] The County Project would construct approximately 400,000 gallons of water storage, including 360,000 gallons intended for fire use and 20,046 gallons intended for emergency water storage. Further, based on the Livermore District UWMP, it was found that it would be able to fully serve its service area (existing and future users), including the County Project, in normal, single dry, and all multi-year drought scenarios. The project-specific Water Supply Evaluation (WSE) determined that there would be adequate water supplies to meet the demands of the County Project in normal, single dry, and multiple dry years through 2045. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.17-1, 6-22–6.24).

***Proposed Project Analysis and Conclusion***

Rather than being served potable water by Cal Water through its Livermore District, water supply would be provided to the project site by the City. The City receives 100 percent of its water from Zone 7.[59] While the City previously obtained a portion of its supply from City-owned groundwater wells, those wells are no longer in operation. The City is actively evaluating future supply alternatives,

[58] California Water Service (Cal Water). 2021. 2020 Urban Water Management Plan. June.

[59] City of Pleasanton. 2026. About our Water. Website: https://www.cityofpleasantonca.gov/our-government/pleasanton-water/about-our-water/. Accessed March 10, 2026.

including potential joint groundwater wells in coordination with Zone 7; however, at present, all water supplies are purchased from Zone 7.The Zone 7 2020 UWMP indicates that the district can meet retailer demands through normal, single dry, and multiple dry years.[60] The proposed project would include construction of 189 single-family residential units and 48 junior ADUs, which would trigger substantially the same demand to that evaluated in the WSE, which analyzed 194 single-family residential units and 49 junior ADUs. The proposed project would have an estimated water demand of approximately 43 acre-feet per year (AFY), which is consistent with and slightly reduced from the water demand evaluated and disclosed in the County Project's WSE (See Table 1 of the WSE).[61]

According to the City's 2020 Urban Water Management Plan (UWMP), the City's projected water demand during normal years is expected to increase from 18,240 AFY in 2025, to 20,036 AFY in 2045.[62] Based on the projected water demand evaluated in the Prior FEIR for the County Project, this would equate to approximately 0.23 percent of the projected City water supply totals forecasted for the year 2045, with the proposed project likely constituting substantially the same, albeit a nominally lower, percentage. Consistent with the Housing Element Update Program EIR and subsequent water supply evaluations, this level of demand would be accommodated within the City's diversified water supply portfolio, including Zone 7 contractual supplies, even under conditions where certain local groundwater sources remain unavailable. Furthermore, based on the City's 2020 UWMP, the City would be able to fully serve its service area (existing and future users), as well as the proposed project, in normal, single dry and all multi-year drought scenarios, including the highest water demand scenario (5-year drought in 2045), which would result in an expected water demand of 20,036 AFY for the full service area of the City.[63]

As discussed above, the proposed project would produce a demand similar to, if not less than, the County Project, which estimates a total demand of 47 AFY. The 2020 UWMP projects that its total supply would meet the demand of the normal year scenario and that the purchased water and groundwater supply derived from the Zone 7 is expected to be able to meet the projected demands through 2045, even if there is a 5-year drought.[64] Therefore, consistent with the Prior FEIR's impact conclusions, impacts related to sufficient water supply availability would be less than significant. Thus, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

[60] Zone 7 Water Agency (Zone 7). 2021. 2020 Urban Water Management Plan. June.

[61] The proposed project's estimated water demand includes three components: residential water use, landscaping, and distribution system losses. The residential water demand calculation uses a factor of 52.3 gallons per capita per day (gpcd), multiplied by 588 residents, totaling approximately 30,752.4 gpd, or approximately 34.4 AFY. The proposed project's estimated total water use from landscaping is approximately 5.89 AFY for the 3.7 acres of landscaped areas. This analysis also uses the same additional demand of 2.8 AFY for distribution system losses as the County Project's WSE. Therefore, the proposed project would have a total annual water demand of approximately 43.09 AFY.

[62] City of Pleasanton. 2021. 2020 Urban Water Management Plan. June.

[63] Ibid.

[64] Ibid.

### c) Wastewater Treatment Capacity

**Would the project:** **Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project would construct its own on-site WWTP with a capacity to treat approximately 50,000 gpd. The Prior FEIR determined that this treatment capacity would have enough capacity to serve the proposed project's expected wastewater generation, and no new or expanded wastewater treatment or conveyance facilities would be required beyond those provided in the County Project. The WWTP would be a membrane bioreactor treatment plant capable of producing disinfected tertiary recycled water as defined in California Code of Regulation, Title 22, Section 60301.230. Disinfected tertiary recycled water produced by the wastewater treatment facility would be stored in lined storage ponds and would be disposed of through irrigation of agricultural irrigation fields. The WWTP would be sized to meet the County Project's needs and would not rely on external wastewater providers. Regulatory compliance with the RWQCB would be required. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.17-17, 6-22–6.24).

***Proposed Project Analysis and Conclusion***

Wastewater treatment and conveyance services for the proposed project would be provided by the City. As discussed above, the City owns and operates sanitary sewer lines throughout the City, and conveys wastewater to the DSRSD regional WWTP. Through a contract agreement with the City, DSRSD provides wastewater treatment services to the City.

The proposed project would be expected to generate 27,677 gpd, which is less wastewater than the County Project's estimated 32,667 gpd, given the nominal reduction in units.[65] The DSRSD's current WWTP has a maximum treatment capacity of 17 million gallons per day (mgd), with an average dry weather flow of 9.7 mgd. As such, consistent with the analysis in the Prior FEIR, it is anticipated that the wastewater generation rate for the proposed project would equate to only approximately 0.19 percent (or perhaps a bit less given the slight reduction in unit count) of the maximum treatment capacity of the WWTP.

The DSRSD has observed that as water conservation measures have become more widely adopted, flow rates have not increased; however, the reduced flow has resulted in an increase in nutrient content loading that will be addressed through refinements to DSRSD's treatment process. As part of its ongoing master planning process, DSRSD will identify actions that will need to be implemented to accommodate the increased loading generated by customers within its service area through the future planning horizon year (2050). Any identified changes to the DSRSD treatment process will be

[65] Assumes wastewater generation is equivalent to 90 percent of water demand.

funded through increases in customer service rates and through connection fees imposed upon future projects.

Nutrient loading refers to the mass of nutrients (primarily nitrogen and phosphorus) that is discharged in treated effluent and is regulated through NPDES permits and regional water quality control programs. Regional wastewater treatment facilities serving the City operate under permits issued by the San Francisco Bay RWQCB that require ongoing monitoring, reporting, and compliance with nutrient management requirements. These programs address cumulative nutrient contributions on a regional scale and are not dependent on individualized CEQA analysis for each incremental development project. The proposed project would not alter wastewater treatment processes, effluent discharge points, or permit conditions, nor would it interfere with regional nutrient management programs.

The proposed project would be required to pay applicable fees to reflect its fair share contribution to the DSRSD in support of maintenance of its existing facilities and any planned equipment or process refinements identified as part of its master planning. Since Section 15.16.010 of the City's Municipal Code requires sewer connections, all residential uses under the proposed project would be required to connect to the City's wastewater disposal system prior to issuance of building permits. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### d) Solid Waste Reduction Goals Consistency

**Would the project: Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?**

***Prior FEIR Conclusions***

The Prior FEIR estimated that the County Project would generate approximately 3,700 tons of solid waste during construction and 378 tons annually during operation. These amounts are within the capacity of the PGS, which serves the area. The County Project would comply with Alameda County's Integrated Waste Management Plan and implement recycling and waste diversion measures consistent with State mandates, including SB 1383. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.17-18–3.17-19, 6-22–6.24).

***Proposed Project Analysis and Conclusion***

The proposed project would result in substantially the same levels of solid waste generation compared to the waste generation rates identified for the County Project in the Prior FEIR, although slightly reduced due to the nominal unit count and substantial reduction in off-site utility improvements. Using a standard operational waste generation rate of 3.0 pounds per capita per day as analyzed in the Prior FEIR, the proposed project would generate approximately 1,764 pounds of waste per day or approximately 322 tons of operational waste per year, reduced compared to that of the County Project. The proposed project would be served by the Vasco Road Sanitary Landfill, which

has a remaining capacity of 11.56 million tons and an estimated closure date of December 31, 2051.[66] Because the estimated waste generation for the proposed project would constitute substantially the same percentage as compared to the County Project—approximately 0.03 percent of the remaining capacity of the Vasco Road Sanitary Landfill for construction debris and approximately 0.004 percent for operational debris—impacts related to solid waste generation would be less than significant, consistent with the Prior FEIR's impact conclusions. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe impacts than those previously identified in the Prior FEIR. No additional analysis is required.

### e) Solid Waste Regulations Consistency

**Would the project: Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?**

***Prior FEIR Conclusions***

The Prior FEIR confirmed that the County Project would comply with all applicable regulations, including the California Integrated Waste Management Act, SB 1383, which mandates organic waste diversion and recycling, and local ordinances. Waste sorting, recycling, and disposal practices would be implemented during construction and operation. Therefore, the Prior FEIR concluded that impacts would be less than significant. (Draft EIR, pp. 3.17-19, 6-22–6.24).

***Proposed Project Analysis and Conclusion***

Consistent with the analysis in the Prior FEIR, the proposed project would generate solid waste during construction and operation. Common construction waste may include metals, masonry, plastic pipes, rocks, dirt, cardboard, or green waste related to land development. During construction, the proposed project would be required to comply with applicable provisions of the City's Municipal Code Chapter 9.21 relating to construction debris, which outlines construction waste diversion requirements and aims to achieve a 75 percent reduction of waste going to landfills. These measures would ensure compliance with the Integrated Waste Management Act by ensuring project construction waste is appropriately handled and transferred to facilities that can adequately recycle solid waste.

Additionally, local and Statewide laws and regulations, including Assembly Bill (AB) 341, AB 939, and SB 1016, require waste reduction, recycling, and diversion, with which the proposed project would be required to comply, including those set forth in the California Health and Safety Code, California Code of Regulations, California Public Resources Code, and Pleasanton Municipal Code. Thus, consistent with the impact conclusions in the Prior FEIR, the impact would be less than significant. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

[66] California Department of Resources Recycling and Recovery (CalRecycle). SWIS Facility/Site Activity Details: Vasco Road Sanitary Landfill (01-AA-0010). Website: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/9?siteID=8. Accessed March 10, 2026.

### Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not increase demand for water supply, wastewater treatment, solid waste, energy, or other utility services, and would not require expansion or modification of existing utility infrastructure, because it was considered in the Prior FEIR. Stormwater would continue to be collected and treated through the proposed bioretention facilities in compliance with applicable City, RWQCB and Zone 7 requirements, and would be subject to Zone 7 approval, eliminating the detention basin, pump facilities, and storm drain force main (as contemplated by the City Stormwater Option), which would reduce reliance on mechanical infrastructure without increasing maintenance demands or system capacity requirements, thereby maintaining the same level of utility service and regulatory compliance. Eliminating the detention basin, pump facilities, and storm drain force main (as contemplated by the City Stormwater Option) would reduce reliance on mechanical stormwater infrastructure, avoiding the need for electrical power, pump operations, and long-term mechanical maintenance, without shifting service demands to other utility systems. Consistent with the impact conclusions in the Prior FEIR, this option would not require expansion of existing stormwater infrastructure, upgrades to downstream facilities, or new utility connections. Accordingly, this option would not conflict with applicable utility plans or policies, and utility impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to utilities and service systems. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XIX. Wildfire** *If located in or near State Responsibility Areas or lands classified as very high fire hazard severity zones, would the project:* | | | | | |
| a) Substantially impair an adopted emergency response plan or emergency evacuation plan? | Less than significant impact | No | No | No | NA |
| b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? | Less than significant impact | No | No | No | NA |
| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or | Less than significant impact | No | No | No | NA |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| ongoing impacts to the environment? | | | | | |
| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | Less than significant impact with mitigation incorporated | No | No | No | MM GEO-1 |

# Discussion

**a-d) Emergency Response/Evacuation Plan Consistency; Expose Project Occupants to Pollutant Concentrations from Wildfire; Infrastructure that Exacerbates Fire Risk; Flooding and Landslide Hazards Due To Post-fire Slope Instability/Drainage Changes**

**Would the project:**

**a) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, substantially impair an adopted emergency response plan or emergency evacuation plan?**

**b) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?**

**c) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?**

**d) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?**

***Prior FEIR Conclusions***

The Prior FEIR explained that the project site and the off-site improvement areas are not located in an SRA or a Local Responsibility Area (LRA) FHSZ. The Prior FEIR found that the nearest FHSZ is approximately 1.55 miles north of the project site, north of I-580, and is designated as a Moderate FHSZ in an SRA. The nearest VHFHSZ is located in an LRA approximately 3.06 miles southwest of the project site. Therefore, impacts related to wildfire would be less than significant. The following analysis is provided for informational purposes only.

*Emergency Response/Evacuation Plan Consistency*

The Prior FEIR found that during construction, equipment and vehicles may impede evacuation or emergency vehicle access. However, these blockages would be temporary and would not hinder access to and from the major roads surrounding the project site. The Prior FEIR determined that the County Project would not impair or interfere with any adopted emergency response or evacuation plans. The County Project includes adequate emergency access routes and internal circulation, and it would be reviewed by the appropriate fire and emergency service providers to ensure compliance with applicable safety standards. Therefore, the Prior FEIR concluded that impacts would be less than significant.

*Expose Project Occupants to Pollutant Concentrations from Wildfire*

The project site is located in an unincorporated area of the County, between the Cities of Livermore and Pleasanton, adjacent to the Zone 7 Chain of Lakes. The project site is relatively flat and is surrounded by urbanized uses to the west and south, as well as lakes and open grassland to the east and north. These areas are lacking in woodlands or vegetation that could provide fuel load for wildfire, or steep slopes that could cause fire to spread more rapidly. Furthermore, features such as the Zone 7 Chain of Lakes and Busch Road serve as fuel breaks in the event of a fire. The open space adjacent to the east of the project site contains a similarly flat slope, lack of fuel load for wildfire, and has the same adjacent features to serve as fuel breaks in the event of a fire. Further, according to the California Department of Forestry and Fire Protection (CAL FIRE), the project site is not located in or near a VHFHSZ or a SRA. Therefore, the Prior FEIR concluded that impacts would be less than significant.

*Infrastructure that Exacerbates Fire Risk*

The Prior FEIR found that the County Project would include emergency access routes on Busch Road and via the private El Charro Road. The project site is in an urban area with existing roadways to the south and west and is adjacent to a lake and vegetation open space area with minimal fuel loading to the west and north. The County Project would not require the installation of firebreaks because it is in an urban area surrounded by existing developments with little natural vegetation.

Furthermore, the vegetated open space east of the project site would be maintained with fuel reduction projects, such as pruning, utility management, removal of understory, and biomass removal. While the County Project would include new infrastructure such as roads and utility lines, these improvements are not located in areas of elevated fire risk and would not exacerbate wildfire hazards. The infrastructure is designed to meet fire safety standards and would be reviewed by the appropriate agencies. Therefore, the Prior FEIR concluded that impacts would be less than significant.

*Flooding and Landslide Hazards Due To Post-fire Slope Instability/Drainage Changes*

The Prior FEIR found that the project site is generally flat and not located in a landslide-prone area. However, to address potential geotechnical risks, MM GEO-1 requires a design-level geotechnical study to ensure slope stability and proper drainage design, which would reduce the risk of post-fire flooding or slope instability. Therefore, the Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, pp. 3.18-14–3.18-15, 6-24).

***Proposed Project Analysis and Conclusion***

Because the project site location and boundaries of the proposed project would be consistent with the project site and off-site areas evaluated in the Prior FEIR, and because the project site is not within or near an SRA or VHFHSZ, impacts in this regard would be less than significant. For informational purposes, the following is noted.

As previously determined, the proposed project would not be located in or near an SRA or lands classified as VHFHSZ, nor would it substantially impair an adopted emergency response plan or emergency evacuation plan, including the City's EOP. As described above, the proposed project provides adequate internal circulation and emergency access, with all proposed roadways and access points designed to meet applicable City and fire department standards for emergency vehicles.

The proposed project would not obstruct or alter any major roadways that may serve as evacuation routes, such as Stanley Boulevard or I-680, and any temporary construction-related road closures would be minor and short-term. Furthermore, the proposed project would be reviewed by the LPFD to ensure compliance with all emergency access requirements. Therefore, the proposed project would not conflict with or impede the City's EOP or evacuation procedures, and impacts in this regard would be less than significant.

As previously discussed, the project site is generally flat and not located in a landslide-prone area. Therefore, consistent with the Prior FEIR's impact conclusions, the proposed project's impacts in this regard would be less than significant, and as such, it would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

## Zone 7 Stormwater Option

The Zone 7 Stormwater Option would not increase the proposed project's population, building intensity, or access constraints, nor would it introduce new ignition sources or interfere with

emergency access or evacuation routes because it was considered in the Prior FEIR. Eliminating the detention basin, pump facilities, and associated mechanical equipment (as contemplated by the City Stormwater Option) would reduce the presence of utility infrastructure that could otherwise require power supply or maintenance activities, without altering fire hazard conditions. Accordingly, consistent with the impact conclusions in the Prior FEIR, wildfire impacts would remain less than significant and consistent with the conclusions of the Prior FEIR.

## Mitigation Measures

None.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to wildfire. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| **XX. Mandatory Findings of Significance** | | | | | |
| a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory? | Less than significant impact with mitigation incorporated | No | No | No | MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM CUL-2a, MM CUL-2b, and MM CUL-3 |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" | Significant and unavoidable impact | No | No | No | MM AIR-1, MM AIR-3, MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM CUL-2a, MM CUL-2b, MM CUL-3, |

| Environmental Issue Area | Conclusion in Prior FEIR | Do the Proposed Changes Involve New or More Severe Impacts? | New Circumstances Involving New or More Severe Impacts? | New Information Requiring New Analysis or Verification? | Mitigation Measures |
|---|---|---|---|---|---|
| means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? | | | | | MM GEO 1, MM GEO-6, MM GHG-1, MM GHG-2, MM NOI-1, and MM TRANS-2 |
| c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? | Less than significant impact with mitigation incorporated | No | No | No | MM AIR-1, MM AIR-3, MM GEO 1, and MM NOI-1. |

# Discussion

**a) Potential Degradation to Environment and Examples of California History or Prehistory**

**Does the project:** **Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?**

***Prior FEIR Conclusions***

The Prior FEIR found that the County Project could result in potentially significant impacts to special-status species and sensitive habitats, including burrowing owls and riparian vegetation. MMs BIO-1a through BIO-2b would reduce these impacts to less than significant. The County Project would also include mitigation for potentially significant impacts to cultural resources and TCRs through MMs CUL-2a through CUL-3. These measures include pre-construction surveys, buffer zones, and procedures for unanticipated discoveries, as detailed more fully in the MMRP. The Prior FEIR concluded that impacts would be less than significant with mitigation incorporated. (Draft EIR, p. 5-6).

***Proposed Project Analysis and Conclusion***

Consistent with the analysis in the Prior FEIR, the proposed project could result in potentially significant impacts to special-status species and sensitive habitats, including burrowing owls and riparian vegetation, and would require the implementation of MMs BIO-1a through BIO-2b to reduce these impacts to less than significant. The proposed project would also include mitigation for potentially significant impacts to cultural resources and TCRs through MMs CUL-2a through CUL-3, which would help reduce impacts on examples of the major periods of California history or prehistory to less than significant. As such and as detailed more fully herein and in the Prior FEIR, the proposed project would not substantially degrade the quality of the environment, reduce fish or wildlife habitat, reduce fish or wildlife populations below self-sustaining levels, eliminate a plant or animal community, reduce the number or range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. Impacts would be less than significant with the incorporation of MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM CUL-2a, MM CUL-2b, and MM CUL-3. Therefore, the proposed project would not introduce new significant impacts or create substantially more severe impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**b) Cumulatively Considerable Impacts**

**Does the project: Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?**

***Prior FEIR Conclusions***

The Prior FEIR's cumulative impacts analysis was based on a list of past, present, and probable future projects within an appropriate geographic scope (including projects in the vicinity of the project site and within the City), and included the adjacent Senior East County Lakes Project, located directly east of the project site. Accordingly, the cumulative analyses for each topical section considered not only broader regional development (where relevant), but also nearby cumulative development within the local Study Area, including the adjacent East Lakes/Senior East County Lakes development, to the extent it fell within the applicable geographic scope for the impact being analyzed.

Potentially significant cumulative impacts related to air quality, biological resources, cultural resources and TCRs, geology and soils, and noise would be mitigated to less than significant levels with the implementation of MM AIR-1, MM AIR-3, MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM CUL-2a, MM CUL-2b, MM CUL-3, MM GEO- 1, MM GEO-6, and MM NOI-1. Significant and unavoidable impacts would occur related to GHG emissions and transportation. While implementation of MM GHG-1, MM GHG-2, and MM TRANS-2 would reduce impacts to these topical sections, there is no feasible mitigation available that would fully bring these impacts to less than significant levels. Therefore, the Prior FEIR concluded that the County Project would have some impacts that are individually limited, but cumulatively considerable. (Draft EIR, p. 5-6).

***Proposed Project Analysis and Conclusion***

Accordingly, consistent with the Prior FEIR's analysis, potentially significant cumulative impacts related to air quality, biological resources, cultural resources and TCRs, geology and soils, and noise would be mitigated to less than significant levels with the implementation of MM AIR-1, MM AIR-3, MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM CUL-2a, MM CUL-2b, MM CUL-3, MM GEO-1, MM GEO-6, and MM NOI-1. The implementation of other projects in the City would be required to demonstrate regulatory compliance and implement similar mitigation measures, as applicable. However, significant and unavoidable impacts would occur related to GHG emissions and transportation. While implementation of MM GHG-1, MM GHG-2, and MM TRANS-2 would reduce impacts to these topical sections, there is no feasible mitigation available that would fully bring these impacts to less than significant levels. Overall, with implementation of the mitigation measures outlined above, impacts associated with the proposed project would remain significant and unavoidable for GHG emissions and transportation. Therefore, the proposed project would have some impacts that are individually limited, but cumulatively considerable, consistent with the evaluation of the Prior FEIR. Therefore, the proposed project's cumulative impacts would be consistent with the impact conclusions of the Prior FEIR, and as such, it would not introduce new significant impacts or create substantially more severe significant impacts than those previously identified in the Prior FEIR. No additional analysis is required.

**c) Adverse Effects on Human Beings?**

**Does the project: Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?**

***Prior FEIR Conclusions***

The Prior FEIR found that compliance with and implementation of the mitigation measures, adherence to the robust set of applicable regulatory requirements, and adherence to the County's standard permit conditions, would ensure that the County Project would not result in substantial adverse effects on human beings, including effects related to air pollution, seismic and geologic hazards, hazardous materials, flooding and natural disasters, or noise and vibration. Therefore, it was determined that impacts would be less than significant. (Draft EIR, p. 5-7).

***Proposed Project Analysis and Conclusion***

Consistent with the analysis in the Prior FEIR, compliance with and implementation of the mitigation measures listed above, adherence to the robust set of applicable regulatory requirements, and adherence with the City's applicable General Plan and Municipal Code provisions, as well as standard permit conditions, would ensure that the proposed project would not result in substantial adverse effects on human beings, including effects related to air pollution, seismic and geologic hazards, hazardous materials, flooding and natural disasters, or noise and vibration. Therefore, consistent with the Prior FEIR's impact conclusions, impacts associated with the proposed project would be less than significant.

## Mitigation Measures

Implement MM AIR-1, MM AIR-3, MM BIO-1a, MM BIO-1b, MM BIO-2a, MM BIO-2b, MM CUL-2a, MM CUL-2b, MM CUL-3, MM GEO-1, MM GEO-6, MM GHG-1, MM GHG-2, MM NOI-1, and MM TRANS-2.

## Conclusion

There is no new information of substantial importance, changes in the project, or changes in circumstances under which it will be undertaken, identifying new significant effects, nor is there a substantial increase in the severity of previously identified significant impacts related to any mandatory findings of significance. The conclusions from the Prior FEIR remain unchanged when considering the implementation of the proposed project. No further environmental review is required.

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An ADEC Innovation

# Arroyo Lago Residential Project

# Mitigation Monitoring and Reporting Program

***City of Pleasanton, Alameda County, California***
***State Clearinghouse Number 2023050339***

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May 15, 2026

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# PREFACE

Section 21081.6 of the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15097 requires a Lead Agency to adopt a Mitigation Monitoring and Reporting Program (MMRP) in conjunction with a project approval. The purpose of the MMRP is to ensure compliance with the mitigation measures occurs during project implementation.

The Addendum to the County of Alameda Environmental Impact Report prepared for the proposed Arroyo Lago Residential Project (proposed project) concluded that project implementation could result in potentially significant effects on the environment, and mitigation measures were incorporated into the proposed project or are required as a condition of project approval that reduce these potential impacts to a less than significant level. This MMRP documents how and when the mitigation measures adopted by the Lead Agency will be implemented and confirms that potential environmental impacts are reduced to less than significant levels as identified in the Addendum.

This document does not discuss those subjects that the environmental analysis demonstrates would result in less than significant impacts and for which no mitigation was proposed or necessary.

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## Table 1: Arroyo Lago Residential Project Mitigation Monitoring and Reporting Program

| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **III. Air Quality** | | | | | |
| **MM AIR-1: Implement Bay Area Air District Best Management Practices to Control Dust During Construction**<br>The following dust control measures, as recommended by the Bay Area Air Quality Management District (Bay Area Air District), shall be included in the design of the proposed project and implemented during construction:<br>• All exposed nonpaved surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and access roads) shall be watered at least two times per day and/or non-toxic soil stabilizers shall be applied to exposed nonpaved surfaces.<br>• All haul trucks transporting soil, sand, or other loose material off-site shall be covered and/or shall maintain at least 2 feet of freeboard.<br>• All visible mud or dirt tracked out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.<br>• All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.<br>• All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.<br>• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 | Incorporation into project construction documents<br><br>On-site inspection<br><br>Submittal of proof of implementation during construction | Prior to issuance of a grading permit or building permit<br><br>During construction<br><br>During construction | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| minutes, as required by the California Airborne Toxics Control Measure (ATCM) Title 13, Section 2485 of California Code of Regulations. Clear signage regarding idling restrictions shall be provided for construction workers at all access points.<br>• All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.<br>• The prime construction contractor shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. The construction contractor shall take corrective action within 48 hours. The Bay Area Air District's and the County's phone numbers shall also be visible to ensure compliance with applicable regulations.<br>**Implementing Measure for MM AIR-1**<br>Upon annexation of the proposed project into the City of Pleasanton (City), the applicant shall update the publicly visible sign required by MM AIR-1 to display the City's phone number in place of the County's phone number. The sign shall include the contact person for dust complaints and the Bay Area Air District's phone number, as required. The applicant shall ensure that all Bay Area Air District Best Management Practices (BMPs) for dust control listed in MM AIR-1 are incorporated into the construction plans and implemented during construction and shall submit these plans to the City for approval prior to construction. | | | | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **MM AIR-3:** The following measure shall be implemented during mass grading, paving, and building construction phases of construction to reduce potential exposure of diesel particulate matter (DPM) and particulate matter less than 2.5 micrometers in diameter ($PM_{2.5}$) emissions to nearby sensitive receptors: | Incorporation into project construction documents | Prior to issuance of demolition, grading, paving, and building construction permits | City of Pleasanton Community and Economic Development Department | | |
| • Prior to the issuance of any demolition, grading, or building permits (whichever occurs earliest), the project applicant and/or construction contractor shall prepare a construction operations plan that, during construction activities, requires all off-road equipment with engines greater than 50 horsepower to meet particulate matter emissions standards for Tier 4 interim engines. The construction contractor shall maintain records documenting its efforts to comply with this requirement, including equipment lists. Off-road equipment descriptions and information shall include, but are not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number. The project applicant and/or construction contractor shall submit the construction operations plan and records of compliance to the County. | On-site inspection<br><br>Submittal of proof of implementation during construction | During construction<br><br>During construction | | |
| **Implementing Measure for MM AIR-3**<br>Upon annexation of the proposed project into the City of Pleasanton (City), the applicant shall submit the construction operations plan required by MM AIR-3 to the City for review and approval prior to issuance of any demolition, grading, or building permits (whichever occurs earliest). The plan shall include documentation demonstrating that all off-road | | | | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| equipment with engines greater than 50 horsepower meets the particulate matter emissions standards for Tier 4 interim engines (or equivalent), consistent with MM AIR-3, and shall include the equipment lists and records described in MM AIR-3. All submittals, notifications, and approvals previously directed to the County shall instead be directed to the City. | | | | | |
| **IV. Biological Resources** | | | | | |
| **MM BIO-1a: Burrowing Owl**<br>• To avoid potential impacts to active burrowing owl nests and adult owls, a qualified Biologist shall conduct protocol-level burrowing owl surveys in accordance with the California Department of Fish and Wildlife (CDFW) 2012 Staff Report.<br>• If an active nest is identified near a proposed work area and work cannot be conducted outside of the nesting season (March 15 to September 1), a no-activity zone will be established by a qualified Biologist. The no-activity zone shall be large enough to avoid nest abandonment and shall, at a minimum, be a 250-feet radius from the nest.<br>• If the burrowing owls are present at the site during the nonbreeding period, a qualified Biologist shall establish a no-activity zone of at least 150 feet.<br>• If an effective no-activity zone cannot be established in either case, an experienced burrowing owl Biologist shall develop a site-specific plan (i.e., a plan that considers the type and extent of the proposed activity, the duration and timing of the activity, the sensitive and habituation of the owls, and the dissimilarity of the proposed activity with background activities) to minimize the potential to affect the reproductive success of the owls. | Qualified Biologist's pre-construction survey and submittal of survey documents | Prior to ground-disturbing activities | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
|---|---|---|---|---|---|
| | | | | Date | Initial |
| **MM BIO-1b: Protection of Active Bird Nests (includes pre-construction survey and implementation of avoidance buffer, if found).**<br>1. Removal of trees shall be limited to only those necessary to construct the proposed project as reflected in the relevant project approval documents.<br>2. If the proposed project requires vegetation to be removed during the nesting season (February 1 to August 31), pre-construction surveys shall be conducted no more than 7 days prior to the start of ground or vegetation disturbance (including tree removal) to determine whether or not active nests are present.<br>3. If an active nest is located during pre-construction surveys, a qualified Biologist shall determine an appropriately sized avoidance buffer based on the species and anticipated disturbance level. (The California Department of Fish and Wildlife [CDFW] recommends a minimum no-disturbance buffer of 250 feet around active nests of non-listed bird species and a 500-foot no-disturbance buffer around active nests of non-listed raptors.) A qualified Biologist shall delineate the avoidance buffer using Environmentally Sensitive Area fencing, pin flags, and/or yellow caution tape. The buffer zone shall be maintained around the active nest site(s) until the young have fledged and are foraging independently. No construction activities or construction foot traffic is allowed to occur within the avoidance buffer(s).<br>4. The qualified Biologist shall monitor the active nest during construction activities and modify the protection zone accordingly to prevent project-related nest disturbance, until the young have fledged. | Qualified Biologist's pre-construction survey and submittal of survey documents; on-site monitoring by the qualified Biologist if survey finds active bird or raptor nests | Prior to ground-disturbing activities during nesting season (February 1 to August 31) | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| **MM BIO-2a: Avoidance and Minimization of Indirect Temporary Impacts to Water Quality and Riparian Vegetation (Design Option B)**<br>The project applicant shall obtain a Construction General Permit from the Regional Water Quality Control Board (RWQCB) if Design Option B is selected. The applicant shall ensure that the project Civil Engineer prepares all required stormwater planning documents consistent with the requirements of the RWQCB (e.g., a Storm Water Pollution Prevention Plan [SWPPP] that complies with current National Pollutant Discharge Elimination System [NPDES]; Best Management Practices [BMPs] to control the pollutants in stormwater runoff; and/or a Storm Water Management Plan [SWMP]) shall be developed and integrated into the project plan. | Incorporation into project construction documents<br><br>Submittal of proof of implementation during construction | Prior to issuance of demolition, grading, paving, and building construction permits<br><br>During construction | City of Pleasanton Community and Economic Development Department | | |
| **MM BIO-2b: Avoidance and Minimization of Indirect Permanent Impacts to Water Quality and Riparian Vegetation (Design Option B)**<br>Prior to construction the applicant shall install silt fencing including the placement of straw wattles between all construction areas and the adjacent drainage swales to avoid impacts to water quality by grading and construction if Design Option B is selected. A qualified Biologist shall be on-site to monitor the installation of fencing. Fencing shall be in place and regularly maintained during project implementation.<br><br>The project applicant shall install post-construction stormwater management measures and establish a long-term maintenance plan. This requirement is intended to ensure that the post-construction conditions at the Study Area do not | Incorporation into project construction documents<br><br>Monitoring compliance by a qualified Biologist on-site<br><br>Field verification of post-construction stormwater management measures and submittal of long-term maintenance plan | Prior to grading<br><br>Prior to construction<br><br>Post construction | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| cause or contribute to direct or indirect water quality impacts (i.e., pollution and/or hydromodification) upstream and downstream. Specifically, the discharger shall demonstrate compliance with the post-construction standards set forth in the General Permit. | | | | | |
| **V. Cultural and Tribal Cultural Resources** | | | | | |
| **MM CUL-2a:** Prior to the initiation of construction activities, all construction personnel directly involved with project-related ground disturbance within the residential project site and off-site improvement areas, both west and east of El Charro Road, attend a "tailgate" Worker Environmental Awareness Program (WEAP) training for archaeological resources. The training should include visual aids, a discussion of applicable laws and statutes relating to archaeological resources, types of resources that may be found within the limit of disturbance areas, and procedures to be followed in the event such resources are encountered. The training should be conducted by an Archaeologist who meets the Secretary of the Interior's Professional Qualification Standards for archaeology. FirstCarbon Solutions (FCS) recommends that a qualified Archaeologist who meets the Secretary of Interior's Professional Qualification Standards for Archaeology be present to monitor during the clearing and grubbing phases of ground disturbance within the limit of disturbance areas east of El Charro Road to check for the inadvertent exposure of cultural materials. In the event exposed soils indicate cultural materials may be present, this may be followed by regular or periodic archaeological monitoring as determined by the | Qualified Archaeologist's WEAP training and submittal of documentation<br><br>Qualified Archaeologist's on-site monitoring | Prior to ground disturbance or construction<br><br>During clearing and grubbing within of disturbance areas east of El Charro Road | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| Archaeologist, but full-time archaeological monitoring is not recommended at this time.<br><br>**Implementing Measure for MM CUL-2a**<br>In addition to the WEAP training prescribed in MM CUL-2a, upon annexation of the proposed project into the City of Pleasanton (City), a qualified Archaeologist who meets the Secretary of Interior's Professional Qualification Standards for Archaeology shall be present to monitor during the clearing and grubbing phases of ground disturbance within the limit of disturbance areas east of El Charro Road to check for the inadvertent exposure of cultural materials. In the event exposed soils indicate cultural materials may be present, the qualified Archaeologist shall determine if regular or periodic archaeological monitoring is required and shall monitor as determined necessary. | | | | | |
| **MM CUL-2b:** In the event that buried cultural resources are discovered during construction, operations shall stop within a 100-foot radius of the find and a qualified Archaeologist shall be consulted to determine whether the resource requires further study. The qualified Archaeologist shall make recommendations to the Lead Agency on the measures that shall be implemented to protect the discovered resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with CEQA Guidelines Section 15064.5. Potentially significant cultural resources consist of, but are not limited to, stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. Any previously undiscovered resources found during construction within the project area shall be | Inclusion of discovery clause in all construction contracts<br><br>Qualified Archaeologist's data recovery plan if any cultural or historical resources are found<br><br>County notification if historical or archaeological materials | Prior to ground disturbing activities<br><br>In the event that buried cultural resources are discovered during construction prior to excavation<br><br>During ground disturbing activities | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| recorded on appropriate California Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA criteria.<br><br>If the resources are determined to be unique historic resources as defined under Section 15064.5 of the CEQA Guidelines, mitigation measures shall be identified by the Archaeological Monitor and recommended to the Lead Agency. Appropriate mitigation measures for significant resources could include avoidance or capping, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds.<br><br>No further grading shall occur in the area of the discovery until the Lead Agency approves the measures to protect these resources. Any archaeological artifacts recovered as a result of mitigation shall be donated to a qualified scientific institution approved by the Lead Agency where they would be afforded long-term preservation to allow future scientific study. | encountered<br><br>Provision of Section 15064.5 permit(s) and copy of DPR 523 forms; Qualified Archaeologist's submittal of findings and documentation | During ground disturbing activities | | | |
| **MM CUL-3:** In the event of an accidental discovery or recognition of any human remains, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:<br>1. There shall be no further excavation or disturbance of the site where human remains are discovered and/or any nearby area reasonably suspected to overlie adjacent human remains until the County Coroner is contacted to determine whether the remains are Native American and if an investigation of the cause of death is required. If the | Inclusion of discovery clause in all construction contracts<br><br>County notification if human remains encountered<br><br>County Coroner contacts | Prior to ground disturbing activities<br><br>In the event of an accidental discovery or recognition of any human remains during ground disturbing activities | City of Pleasanton Community and Economic Development Department; Alameda County Coroner | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| Coroner determines the remains to be Native American, the Coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains, and any associated grave goods as provided in Public Resources Code Section 5097.98, or<br>2. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the MLD or on the project area in a location not subject to further subsurface disturbance:<br>• The NAHC is unable to identify an MLD, or the MLD failed to make a recommendation within 48 hours after being notified by the commission.<br>• The descendant identified fails to make a recommendation; or<br>• The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the NAHC fails to provide measures acceptable to the landowner. | NAHC and submits NAHC correspondence to County | During ground disturbing activities | | | |
| **VII. Geology, Seismicity, and Soils** | | | | | |
| **MM GEO-1: Design-Level Geotechnical Study**<br>Prior to issuance of building and grading permits, an updated design-level geotechnical exploration and assessment shall be | Incorporation into project construction documents | Prior to issuance of building and grading permits | City of Pleasanton Community and Economic | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| performed by a qualified Geotechnical Engineer. The design-level exploration and reporting shall include (but would not be limited to) the following items:<br>• Hollow-stem auger borings, including matched-pair borings.<br>• Soil sample collection at depths relevant to building-specific foundation design.<br>• Laboratory testing, including (but not limited to) moisture content, unit weight, gradation, Atterberg Limits, strength, consolidation, and corrosivity testing.<br>• Design-level assessment of geologic and geotechnical hazards, including (but not limited to) the following:<br>- Characterization of subsurface conditions.<br>- Consolidation of compressible soil based on in situ structural loading.<br>• Design recommendations for foundation system design.<br>• Design-level subexcavation, ground improvement, and/or surcharging recommendations.<br>• Foundation constructability recommendations.<br>• Design-level earthwork and improvement design and construction recommendations.<br>• Design-level features required for landslides.<br>The recommendations included in the Design-level Geotechnical Report shall be implemented during construction activities, including grading and excavation.<br>MM GEO-1 has been partially satisfied via the preparation of a Design-level Geotechnical Report prepared by ENGEO and included herein. In accordance with the analysis, and to demonstrate full compliance with MM GEO-1, prior to the | On-site inspection<br><br>Submittal of report from the project Geotechnical Engineer | During construction<br><br>Prior to issuance of building and grading permits | Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| issuance of building and grading permits, the applicant shall incorporate the recommendations included in the Design-level Geotechnical Report in all application materials and plan check submittals and shall thereafter implement the same during project construction. | | | | | |
| **MM GEO-6**: Prior to the start of any ground-disturbing activity, a qualified Paleontologist meeting Society of Vertebrate Paleontology (SVP) standards and best practices shall be retained to prepare and conduct a project-wide Worker Environmental Awareness Program (WEAP) training. The WEAP shall contain unanticipated discovery measures to be followed in the event that paleontological resources are encountered while the qualified Paleontologist or qualified<br><br>Paleontological Monitor is not present (i.e., during excavations within the first 6 feet below the existing grade). The WEAP shall be conducted by a qualified environmental trainer, under the supervision of a qualified Paleontologist. In the event construction crews are phased in, additional training shall be conducted for new construction personnel. The training session shall focus on the recognition of the types of paleontological resources that could be encountered within the proposed project site and the procedures to be followed if they are found.<br><br>Paleontological monitoring shall be conducted by a qualified Paleontological Monitor meeting SVP standards and best practices, under the supervision of the qualified Paleontologist. Monitoring would be required for excavations at the project site that exceed 6 feet below the existing grade east of El Charro Road, in previously undisturbed deposits. Full-time monitoring | Qualified Paleontologist's WEAP training and submittal of documentation<br><br>Qualified Paleontologist's on-site monitoring<br><br>Notification of Qualified Paleontologist if fossils or fossil-bearing deposits are discovered; if avoidance is not feasible, the Qualified Paleontologist shall | Prior to ground disturbing activities<br><br>During excavations that exceed 6 feet below the existing grade in previously undisturbed deposits east of El Charro Road and into previously undisturbed Pleistocene-age deposits<br><br>During construction prior to excavation | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| shall be required for all excavation into previously undisturbed Pleistocene-age deposits. If earth-disturbing construction-related activities uncover any paleontological resources (i.e., bones or teeth), those activities shall be diverted at least 15 feet away from the discovery until a qualified Paleontologist is brought on-site to assess the find for possible salvage, consistent with the standards and best practices set by the SVP. Construction workers shall not attempt to remove such finds. Depending on the conditions encountered, full-time monitoring can be reduced to part-time inspections or ceased entirely if determined adequate by the qualified Paleontologist.<br><br>In the event that paleontological resources are encountered while monitoring is not occurring (i.e., during excavations within the first 6 feet below the existing grade), excavations within 50 feet of the find shall be temporarily halted or diverted until the qualified Paleontologist can assess the find and determine its significance. Depending on the conditions encountered, monitoring activities may be increased at the discretion of the qualified Paleontologist if he or she deems it appropriate. The qualified Paleontologist may spot check the excavation on an intermittent basis and recommend whether the depth of required monitoring should be revised based on his/her observations.<br><br>The qualified Paleontologist shall document the discovery as needed and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. Salvaged fossils should be deposited in an appropriate repository (i.e., University of California Museum of Paleontology [UCMP]), where they will be properly curated and | prepare an excavation plan | | | | |

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| made available for future research. The qualified Paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the discovery. If the applicant determines that avoidance is not feasible, the qualified Paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery.<br><br>The plan shall be submitted to the appropriate repository and to the County for review and approval prior to implementation. The applicant shall adhere to the recommendations in the approved plan.<br><br>**Implementing Measure for MM GEO-6**<br>Upon annexation of the proposed project into the City of Pleasanton (City), the applicant shall submit all documents, plans, and materials required under MM GEO-6 to the City for review and approval, in lieu of the County. | | | | | |
| **VIII. Greenhouse Gas Emissions** | | | | | |
| **MM GHG-1:** Prior to issuance of building permits, the project applicant shall provide documentation (e.g., site plan) to the County to demonstrate that the proposed residential units would include pre-wiring so that each building is ready for a future retrofit to all-electric (e.g., such that electric space heating, water heating, drying, and cooking appliances) could be installed.<br><br>**Implementing Measure for MM GHG-1**<br>Prior to issuance of building permits, the applicant shall provide documentation (e.g., site plan) to the City of | Incorporation into project construction documents<br><br>Submittal of documentation to the City | Prior to issuance of building permits<br><br>Prior to issuance of building permits | City of Pleasanton Community and Economic Development Department | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| Pleasanton (City) demonstrating that all proposed residential units include pre-wiring to allow future retrofit to all-electric appliances (e.g., electric space heating, water heating, drying, and cooking). | | | | | |
| **MM GHG-2:** Prior to issuance of building permits, the applicant shall provide documentation to the County to demonstrate purchase of carbon offsets that reduce the project's greenhouse gas (GHG) emissions due to natural gas use, which is estimated to be 478 metric tons carbon dioxide equivalent (MT $CO_2e$), if no other on-site measures are implemented to further reduce emissions. Based on estimated project life of 30 years, total credits needed to offset emissions below the applicable thresholds would be 14,341 MT $CO_2e$ for the life of the proposed project (or a reduced amount estimated based on implementation of other measures or preparation of refined emission modeling).<br><br>The project developer or its designee may purchase and retire carbon credits that have been issued by a recognized and reputable, accredited carbon registry in a quantity equal to the operational GHG emissions from natural gas use. For an offset to be considered viable, it must exhibit "permanence." To adequately reduce emissions of GHGs, carbon offsets must be able to demonstrate the ability to counterbalance GHG emissions over the lifespan of a project or "in perpetuity." The purchase of GHG credits through voluntary participation in an approved registry must meet the following criteria:<br>• **Real**—represent reductions actually achieved (not based on maximum permit levels), | Incorporation into project construction documents<br><br>Submittal of documentation to the City | Prior to issuance of building permits<br><br>Prior to issuance of building permits | City of Pleasanton Community and Economic Development Department | | |

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| • **Additional/Surplus**—not already planned or required by regulation or policy (i.e., not double counted),<br>• **Quantifiable**—readily accounted for through process information and other reliable data,<br>• **Enforceable**—acquired through legally-binding commitments/agreements,<br>• **Validated**—verified through accurate means by a reliable third party, and<br>• **Permanent**—will remain as GHG reductions in perpetuity.<br><br>**Implementing Measure for MM GHG-2**<br>Prior to issuance of building permits, the applicant shall provide documentation to the City of Pleasanton (City) demonstrating purchase and retirement of carbon offsets from a recognized and reputable, accredited carbon registry in a quantity sufficient to offset the proposed project's greenhouse gas (GHG) emissions from natural gas use, as specified in MM GHG-2. Documentation shall confirm that offsets meet the required criteria (real, additional, quantifiable, enforceable, validated, and permanent). | | | | | |
| **XIII. Noise** | | | | | |
| **MM NOI-1:** Prior to issuance of construction permits, the following language shall be included, verbatim, in the general notes section of all the civil plan construction documents.<br>• The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment. | Incorporation into project construction documents<br><br>On-site inspection | Prior to issuance of construction permit<br><br>During grading and construction | City of Pleasanton Community and Economic Development Department | | |

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| • The construction contractor shall ensure that unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes) is prohibited.<br>• The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where technology exists.<br>• At all times during project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from adjacent residences.<br>• The construction contractor shall ensure that the construction staging areas shall be located to create the greatest feasible distance between the staging area and noise-sensitive receptors nearest the project site.<br>• The construction contractor shall ensure that all on-site construction activities, including the operation of any tools or equipment used in construction, drilling, repair, alteration, grading, or demolition work, are limited to between the hours of 7:00 a.m. to 7:00 p.m. on any day except Saturday or Sunday, or 8:00 a.m. to 5:00 p.m. on Saturday or Sunday.<br><br>**Implementing Measure for MM NOI-1**<br>Upon annexation of the proposed project into the City of Pleasanton (City) and prior to issuance of construction permits, the language identified in MM NOI-1 shall be included in the general notes section of all civil plan construction documents, except that the last bullet point shall be replaced with the following, to reflect the City's allowed construction hours: | | | | | |

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| Mitigation Measures | Method of Verification | Timing of Verification | Responsible for Verification | Verification of Completion | |
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| • "The construction contractor shall ensure that all on-site construction activities, including the operation of any tools or equipment used in construction, drilling, repair, alteration, grading, or demolition work, are limited to between the hours of 8:00 a.m. and 8:00 p.m. daily, and between 10:00 a.m. and 6:00 p.m. on Sunday and holidays" to reflect the City's allowed construction hours. | | | | | |
| **XVII. Transportation** | | | | | |
| **MM TRANS-2:** Prior to project operation, the proposed project would implement traffic calming elements on all of the street improvements included in the proposed project. | Incorporation into project construction documents<br><br>On-site inspection | Prior to construction<br><br>Prior to operation | City of Pleasanton Community and Economic Development Department | | |

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**ATTACHMENT 2**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING (1) INITIATION OF PROCEEDINGS FOR ANNEXATION (P25-0115), (2) GENERAL PLAN AMENDMENTS (P25-0116), (3) REZONING (P25-0118), (4) A PLANNED UNIT DEVELOPMENT (PUD-154) PLAN FOR RESIDENTIAL DEVELOPMENT WITH RELATED ON- AND OFF-SITE INFRASTRUCTURE, AND (5) A VESTING TENTATIVE SUBDIVISION MAP (TRACT 8423) ASSOCIATED WITH THE ARROYO LAGO RESIDENTIAL PROJECT**

**WHEREAS**, on February 25, 2026, 330 Land Company (the "Applicant"), on behalf of USL Pleasanton Lakes LP, (the "Property Owner"), applied for: (1) Annexation (P25-0115) of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2, totaling approximately 30 acres (the Project Site) from unincorporated Alameda County to the City of Pleasanton ("City"); (2) General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (3) Pre-zoning (P25-0118) said parcels in County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (4) a rezoning and Planned Unit Development (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; (5) a Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements; and (6) a Pre-Annexation and Development Agreement ("PADA") (collectively, hereinafter "the Project"); and

**WHEREAS,** the Project site is a vacant site located on the north side of Busch Road consisting of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2; and

**WHEREAS,** the Project site is part of the area to be regulated by the East Pleasanton Specific Plan (when adopted), and currently has no General Plan land use designation; and

**WHEREAS,** the Project site is proposed to be pre- and re-zoned to Medium Density Residential; and

**WHEREAS,** the Applicant and the City have negotiated a proposed Pre-Annexation and Development Agreement ("PADA") to strengthen the public planning process, encourage private participation in comprehensive planning, secure certain community benefits, and reduce the economic risk of development of the Project; and

**WHEREAS,** the City of Pleasanton, as Lead Agency for the Project's compliance with the California Environmental Quality Act ("CEQA"), prepared an Addendum to the Environmental Impact Report ("EIR") (SCH 2023050339) prepared and certified by the County of Alameda for the Project, in compliance with CEQA Guidelines Sections 15162 and 15164, addressing minor revisions to the proposed annexation of the Project to the City; and

**WHEREAS**, at its duly noticed public meeting of June 24, 2026, and prior to making a recommendation on the Project, the Planning Commission considered the Addendum and

adopted Resolution No. PC-2026-15, recommending that the City Council adopt the Addendum as prepared in compliance with CEQA Guidelines Sections 15162 and 15164, and finding that the Addendum adequately described the Project, its significant environmental impacts, and mitigation measures; and

**WHEREAS**, at its duly noticed public meeting of June 24, 2026, the Planning Commission considered the Project and all public testimony, and adopted Resolution No. PC-2026-16, recommending that the City Council approve the (1) Annexation (P25-0115) of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2, totaling approximately 30 acres (the Project Site) from unincorporated Alameda County to the City of Pleasanton ("City"); (2) General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (3) Pre-zoning (P25-0118) said parcels in County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (4) a rezoning and Planned Unit Development (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; and (5) a Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements; and

**WHEREAS**, at its duly noticed public meeting of June 24, 2026, the Planning Commission considered the Project and all public testimony, and adopted Resolution No. PC-2026-17, recommending that the City Council approve the Project Pre-Annexation and Development Agreement; and

**WHEREAS,** at its duly noticed public meeting on July 21, 2026 meeting, and prior to taking action on the Project, the City Council considered the Addendum and adopted Resolution No. 2026-XX, finding the Addendum as prepared in compliance with CEQA Guidelines Sections 15162 and 15164, and finding that the Addendum adequately described the Project, its significant environmental impacts, and mitigation measures; and

**WHEREAS,** at its duly noticed public meeting July 21, 2026, the City Council considered (1) Annexation (P25-0115) of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2, totaling approximately 30 acres (the Project Site) from unincorporated Alameda County to the City of Pleasanton ("City"); (2) General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (3) Pre-zoning (P25-0118) said parcels in County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (4) a rezoning and Planned Unit Development (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; and (5) a Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements as recommended by the Planning Commission; and

**WHEREAS,** at its duly noticed public meeting July 21, 2026, the City Council also considered the PADA as recommended by the Planning Commission; and

**WHEREAS**, at its duly noticed public meeting of July 21, 2026, the City Council considered the written agenda report, all public testimony, relevant exhibits, and staff/Planning Commission recommendations.

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

**Section 1**: **Findings for Approval of Initiation of Annexation Proceedings**
With respect to the requested initiation of annexation proceedings (P25-0115), the City Council makes the following findings:

**A. LAFCO promotes the timely conversion of land to urban uses and will effectuate this goal through encouraging infill development on incorporated vacant lands located adjacent to already developed areas.**

The Project promotes the timely conversion of land to an urban residential use consisting of 189 single-family homes and will effectuate this by developing infill parcels on vacant lands located adjacent to the already-developed Pleasanton residential community of Village at the Ironwood.

**B. The fundamental policy of LAFCO in considering the development status of land, located in or adjacent to an established city SOI boundary and contiguous to a city boundary, shall be that such urban development is preferred in cities.**

Annexing the Project Site into the boundaries of the City of Pleasanton would ensure that the proposed urban development is located within the city, not unincorporated County lands.

**C. Developed lands that benefit from municipal services, and are contiguous to a city boundary, should be annexed to the city providing such services.**

The proposed Project is contiguous to city boundaries on both its western and southern property lines, and will benefit from municipal services, including water service and sanitary sewer conveyance.

**D. Land may not be annexed to a city unless it is contiguous to the city at the time the proposal is initiated unless the land is owned by the city, is being used for municipal purposes at the time proceedings are initiated, is within the same county as the city, and does not exceed 300 acres in area.**

The Project site is contiguous to the City of Pleasanton on its western and southern boundaries.

**E. A city shall prezone undeveloped property to be annexed before the Commission takes action on the annexation.**

The Project includes a request to prezone the property, which is undeveloped, to Planned Unit Development - Medium Density Residential, to accommodate the proposed development.

**F. The city shall be the Lead Agency and LAFCo shall be the Responsible Agency, for environmental review of any prezone and related change of organization.**

The City of Pleasanton, in its role as lead agency for the Project, has conducted environmental review of the proposed pre-zone and annexation of the Project site and has documented its analysis in an Addendum to the EIR that was prepared and certified by Alameda County.

**G. Applications for annexation of islands subject to Williamson Act Land Conservation contracts will not be deemed complete unless a meeting to consider the proposal has been conducted by the affected city and related minutes, staff reports, or written comments are included.**

The Project site is not an island and is not subject to a Williamson Act Land Conservation contract.

**H. Applications for annexation of tidelands or submerged lands owned by the State Lands Commission or its trustees will not be deemed complete unless a determination of boundaries and issues by the State Lands Commission is provided to LAFCO.**

The Project site does not consist of tidelands or submerged lands owned by the State Lands Commission or its trustees.

**Section 2: Findings for Approval of Pre-Zoning**
With respect to Case No. P25-0118, the City Council makes the following findings and determinations with respect to each of the considerations for a prezoning as required by Sections 18.136.090 and 18.04.010 of the PMC:

**A. To provide a precise guide for the physical development of the city in such a manner as to achieve progressively the arrangement of land uses depicted in the general plan adopted by the city council;**

Insomuch as the Project requests a General Plan amendment to designate Project land uses Medium Density Residential, the Project will achieve the land uses depicted in the General Plan.

**B. To foster a harmonious, convenient, workable relationship among land uses;**

The pre-zoning of the Project site to PUD will foster a harmonious, convenient, workable relationship among land uses by allowing for new residential development to locate immediately adjacent to the existing residential community of the Villages at the Ironwood.

**C. To promote the stability of existing land uses that conform with the general plan and to protect them from inharmonious influences and harmful intrusions;**

The pre-zoning of the Project site will promote the stability of existing land uses that conform to the General Plan through its accompanying requested General Plan amendment to reflect the Project's proposed development and will protect from inharmonious influences and harmful intrusions by setting the stage to allow the Project site to be developed with homes.

**D. To insure that public and private lands ultimately are used for the purposes which are most appropriate and most beneficial from the standpoint of the city as a whole;**

The pre-zoning of the Project site to PUD will ensure that these privately owned lands are used for residential uses, which are most appropriate and beneficial at this location from the standpoint of the city as a whole.

**E. To prevent excessive population densities and overcrowding of the land with structures;**

The Project will prevent excessive population densities by developing at approximately 6.3 dwelling units per acre, which is within the density range permitted by General Plan land use designation 'Medium Density Residential' (2-8 dwelling units per acre). Similarly, the Project will prevent overcrowding of the land with structures insomuch as it will observe the proposed setback requirements (10' minimum front setback to structure, 18' minimum front setback to garage, 8-15' minimum rear setback to living area, and 5' minimum side setbacks to structure), as well as satisfy the proposed floor area ratio requirements (ranging from 47%-85%).

**F. To promote a safe, effective traffic circulation system;**

The Project proposes a safe, effective traffic circulation system in its proposed network of new public streets, private drive aisles, and improvements to existing streets, including Busch Road and El Charro Road.

**G. To foster the provision of adequate off-street parking and off-street truck-loading facilities;**

The Project will foster the provision of adequate off-street parking with each proposed residential unit. There is no off-street truck-loading facility requirement for this residential development.

**H. To facilitate the appropriate location of community facilities and institutions;**

The Project facilitates the appropriate location of community facilities and institutions by including a 0.7-acre park in the center of the development that will be open to both

Project residents and members of the public. In addition, the Project includes a Class 1 trail extension from the Project's proposed Street D to existing Mohr Avenue.

I. **To promote commercial and industrial activities in order to strengthen the city's tax base;**

This finding does not apply to this Project.

**J. To protect and enhance real property values;**

The Project will protect and enhance property values by adding new, quality housing stock to the City of Pleasanton, developing a currently vacant site into attractive homes, landscaped parks and frontages, and adding a trail extension to the area.

**K. To safeguard and enhance the appearance of the city.**

As proposed, the Project will include 189 single-family homes developed in Farmhouse, Craftsman, Modern Ranch, and Prairie architectural styles in a variety of exterior color schemes. It will likewise include the development of a 0.7-acre public park landscaped with drought-resistant grasses and shrubs and ornamental fencing, the extension of a public trail, and the improvement of Busch Road, including street trees and landscaping along the Project frontage, thus safeguarding and enhancing the appearance of the city.

**Section 3: Findings for Approval of PUD Development Plan (PUD-154).**
With respect to Case No. PUD-154, the City Council makes the following findings and determinations with respect to each of the considerations for a PUD Development Plan as required by Section 18.68.110 of the PMC:

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

The Project, as conditioned, meets applicable City standards concerning public health, safety, and welfare. The Project includes installation of all required infrastructure and utilities to serve the development, as well as roadway and traffic improvements along Busch Road, including sidewalks and travel lane striping to enhance safety and access. The design incorporates emergency vehicle access, fire protection measures, and compliance with applicable Building and Fire Codes. The design of the project includes grading design that minimizes grade differences between the project and adjacent homes to the west, and improves conditions relative to the light, privacy and enjoyment of those homes.

Stormwater runoff would be managed through an off-site drainage facility and water quality treatment measures consistent with City and regional requirements. Construction impacts would be minimized through standard conditions of approval, including construction-hour limitations and dust-control measures. While the Project would result in significant and unavoidable vehicle miles traveled (VMT) impacts and vehicle queueing, as documented in the Findings for Approval of the CEQA Addendum these

impacts are typical of residential development in similar locations and are outweighed by the Project's public benefits, including housing production, open space preservation, and public access improvements. Therefore, the Project is in the best interests of the public health, safety, and general welfare, and this finding can be made.

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

The Project is consistent with the General Plan, as amended, including the land use designation of Medium Density Residential. The proposed medium density is comparable to the existing residential neighborhoods to the west. The proposed development would contribute toward meeting the City's regional housing needs allocation (RHNA). The Project also supports General Plan policies related to land use, sustainability and community character. Therefore, the Project is consistent with the General Plan, and this finding can be made.

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

The Project site is located in the East Pleasanton area. The proposed development is designed to be compatible with this setting by medium-density homes.

The site layout considers the existing neighborhood in that the pad elevation, building height, in the form of single-story homes, and rear yard setback of the homes along the westerly property line are comparable to those of the existing residences. Architectural design and landscaping further ensure compatibility with the surrounding environment. Therefore, the Project is compatible with surrounding development and site characteristics, and this finding can be made.

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

The amount of grading has been designed to respond to existing topography while providing a suitable relationship between the proposed development and existing development to the west. Drainage improvements, including off-site stormwater treatment facilities, would be implemented to ensure that post-development runoff does not exceed pre-development conditions and to prevent flooding or erosion. Erosion control and dust suppression measures would be implemented during construction per applicable regulations and Project conditions of approval. Mitigation measures identified in the Addendum address geology, soils, and hydrology to ensure impacts are reduced to less than significant levels. Therefore, grading is appropriately designed, and this finding can be made.

**E. Whether streets, buildings, and other manmade structures have been designed and located in such a manner to complement the natural terrain and landscape:**

The area comprises a relatively flat, open site with minimal existing natural vegetation and without substantial topographic variation or prominent land features. The project is compatible with this context, providing a regular layout of lots and homes, with a variety of architectural features and a mix of single- and two-story designs that fit the landscape and topography. The Project's internal circulation system forms a looped system that facilitates an easy, unobstructed flow pattern.

Building placement, orientation, and design have been carefully considered to reduce visual prominence and integrate with the surrounding landscape. Landscaping with native and drought-tolerant species further enhances the site's natural character. Therefore, streets and buildings have been designed to complement the natural terrain, and this finding can be made.

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

The Project includes multiple public safety features, including roadway improvements and site access designed to meet City and Livermore Pleasanton Fire District standards for visibility and emergency response, ingress and egress. Internal roadways are designed to accommodate emergency vehicles, including adequate turning radii and access to all structures.

The Project incorporates fire protection measures. All structures would be constructed in accordance with applicable Building and Fire Codes and would include fire suppression systems. Therefore, adequate public safety measures have been incorporated into the Project design, and this finding can be made.

**G. Whether the plan conforms to the purposes of the PUD District:**

The proposed PUD Development Plan conforms to the purposes of the PUD District by allowing flexibility in site design to achieve a development that is responsive to the site's environmental constraints while meeting City goals and policies. The Project provides public benefits, such as a private park with a public access easement, and provides housing at a density consistent with the applicable land use designations of the East Pleasanton area.

Through the PUD process, the Project has been designed to balance development with environmental preservation, infrastructure improvements, and community benefits. This approach reflects the intent of the PUD ordinance to encourage innovative and sensitive site planning. Therefore, the Project conforms to the purposes of the PUD District, and this finding can be made.

**Section 4: Findings for Approval of Vesting Tentative Subdivision Map 8423.**
With respect to Tract 8423, the City Council makes the following findings and determinations with respect to Pleasanton Municipal Code Section 19.20.110(A):

**A. The tentative subdivision map is consistent with the General Plan and any applicable Specific Plan.**

The proposed vesting tentative map for Tract 8423 is consistent with the General Plan insomuch as it implements the following General Plan goals, programs, and/or policies:

1. Sustainability Program 2.6 ("Require design features in new development and redevelopment areas to encourage transit, bicycle, and pedestrian access, such as connections between activity centers and residential areas, and road design that accommodates transit vehicles, where feasible") in that it will include a Class 1 trail extension between the Project site and Mohr Avenue to facilitate transit, bicycle, and pedestrian access.

2. Land Use Policy 25 ("Annex urbanized pockets of unincorporated land adjacent to the city limits in areas where landowners are willing to accept City services and development standards") as it will annex a portion of unincorporated land immediately adjacent to city limits where the applicant is willing to accept City services and comply with City development standards, as reflected in the requested PUD for the Project.

3. Land Use Policy 23 ("Maintain a permanent Urban Growth Boundary [UGB] beyond which urban development shall not be permitted") as the Project site is within the City's UGB.

**B. The findings for denial of a tentative map set forth in Government Code § 66474 cannot be made with respect to the proposed tentative map.**

The proposed tentative map for Tract 8423 is not inconsistent with the General Plan, as set forth in finding 4(A) above, and no Specific Plan applies to it. Moreover, the design or improvement of the proposed subdivision is not inconsistent with applicable general and specific plans, as set forth in finding 4(A) above. The Project site is not physically unsuitable for the type of development proposed, as analyzed in the Addendum prepared for the Project. The Project site is likewise not physically unsuitable for the proposed density of development (6.3 dwelling units per acre), as the proposed General Plan land use designation allows development of 2-8 dwelling units per acre. As analyzed in the EIR and the subsequent Addendum, the design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Similarly, the design of the subdivision and type of improvements (single-family homes) are not likely to cause serious public health problems. Finally, the design of the proposed subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision, as no such easements are located on the Project site.

**C. The discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a California regional water quality control board pursuant to Division 7 (commencing with Section 13000) of the Water Code.**

The discharge of waste from the proposed Tract 8423 would not result in a violation of applicable regional water quality control board requirements, as analyzed in the EIR and subsequent Addendum.

**THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES FURTHER ORDAIN AS FOLLOWS**:

1. That the conditions of project approval set forth herein include certain fees, dedication requirements, reservations requirements, and other exactions, and that pursuant to Government Code Section 66020(d)(1), these conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations, and other exactions.

2. That the Applicant is hereby further notified that the ninety (90) days approval period in which a protest of these fees, dedications, reservations, and other exactions, pursuant to Government Code Section 66020(a) can be filed, begins on July 21, 2026, and that if a protest is not filed within this ninety (90)-day period complying with all of the requirements of Section 66020, the Applicant will be legally barred from later challenging such exactions.

**Section 5:** The City Council has considered the findings made and hereby:

1. Adopts the findings set forth in Sections1-4 of this Ordinance, subject to the attached Draft Conditions of Approval in Exhibit A; and

2. Approves: (1) Initiation of proceedings for Annexations (P25-0115), (2) General Plan Amendments (P25-0116), (3) Rezoning (P25-0118) (4) a Planned Unit Development (PUD-154) plan for residential development with related on- and off-site infrastructure, and (5) a Vesting Tentative Subdivision Map (Tract 8423), subject to the draft conditions of approval listed in the attached Exhibit B.

**Section 6:** The Zoning Map of the City of Pleasanton, on file with the City Clerk, designating and dividing the City into zoning districts, is hereby amended by the Zoning Unit Map attached hereto as Exhibit C, incorporated herein by this reference. The General Plan Land Use Map will be updated as a part of the East Pleasanton land use update.

**Section 7:** 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 8:** This ordinance shall be effective thirty (30) days after its passage and adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on July 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

## CONDITIONS OF APPROVAL

### P25-0115 (Annexation), P25-0116 (General Plan Amendment), P25-0118 (Prezoning), PUD-154 (Planned Unit Development and Rezoning), and Vesting Tentative Subdivision Map 8423
### APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2

### July 21, 2026

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

The recommendations from the Planning Commission to the City Council are for the following development on an approximately 30-acre site to the immediate east of 3333 Busch Road: (1) Adopting an Addendum to an Environmental Impact Report (EIR) (SCH 2023050339) in compliance with California Environmental Quality Act (CEQA) and CEQA Guidelines Sections 15162 and 15164; (2) Approving a resolution to initiate the proceedings for annexation (P25-0115) totaling approximately 30 acres from unincorporated Alameda County to the City of Pleasanton; (3) Adopting General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (4) Approving the Pre-Zone (P25-0018) of said parcels in County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (5) Adopting a Planned Unit Development and Rezoning (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; (6) Approving Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements; and (7) Approving a Pre-Annexation and Development Agreement; located on vacant parcels identified as Assessor's Parcel Number APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2.

Development shall be substantially as shown on the project materials listed below:

a. Project plans, Vesting Tentative Map, and Architectural plans, Exhibit B, prepared by KTGY and CBG, for USL Pleasanton Lakes LP's Arroyo Lago Residential Development, dated "Received" on February 26, 2026, and kept on

file in the Planning Division of the Community and Economic Development Department (CEDD).

b. Addendum to the Environmental Impact Report (SCH 2023050339) prepared by FirstCarbon Solutions, for Arroyo Lago, dated June 2026, and kept on file with the Planning Division of the Community and Economic Development Department.

c. Pre-Annexation and Development Agreement between the City of Pleasanton and 330 Land Company, LLC.

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

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. APPROVAL AND REVISIONS: The proposed development shall be constructed and operated in substantial conformance with the "Approved Plans", except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community and Economic Development if found to be in substantial conformance with the approved exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, building/house colors or materials, green building measures, landscape material, etc.

2. EXPIRATION: The PUD development plan shall lapse concurrently with the termination of the Pre-Annexation and Development Agreement. If the final map is recorded, then the PUD development approval shall not lapse. **Project Specific Condition.**

3. CONDITIONS OF APPROVAL CHECKLIST: The Applicant shall submit a "Conditions of Approval Checklist" indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvement plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.

4. PUD PERIOD: The Vesting Tentative Tract Map, building and/or improvement permit submittals will only be accepted after annexation has been granted by LAFCo. **Project Specific Condition.**

5. LIABILITY AND INDEMNIFICATION: To the extent permitted by law, the project Applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents (the "Indemnified Parties") from and against any claim, action, or proceeding brought by a third party against the Indemnified Parties and/or the Applicant to attack, set aside, or void the approval of the project or any permit

authorized hereby for the project, including any environmental determination made with regard thereto. This indemnification shall be included, but not be limited to, reimbursing the City for attorneys' fees and costs incurred in defense of the litigation on a monthly basis. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice. City shall promptly notify the Applicant of any claim, action, or proceeding and shall engage cooperate fully in the defense. To the extent the above indemnification is limited by Government Code Section 66474.9, any limitations shall only apply to the Vesting Tentative Tract Map (Tract 8423), and the remainder of this obligation shall be unaffected by said Government Code section.

6. ANNEXATION: The proposed development approvals shall be null and void if Annexation with Alameda County Local Agency Formation Commission (Alameda LAFCO) fails. No permit application shall be accepted until the annexation process is completed. ***Project Specific Condition***

7. PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (PADA): Prior to issuance of a Building Permit for the first residential unit, the Applicant shall execute the City Council-approved Pre-Annexation and Development Agreement. ***Project Specific Condition***

8. COMMUNITY FACILITY DISTRICT (CFD): The project shall annex into a community facilities district ("CFD") prior to issuance of a Building Permit for the first residential unit the project. The CFD shall provide adequate annual funding for maintenance (consistent with typical City service levels), in perpetuity, of in-tract public streets, sidewalks, lighting, in-tract utility facilities, and storm drainage (proposed to be located on private property to the east of the Project Site). ***Project Specific Condition***

ENVIRONMENTAL

9. MITIGATION MEASURES: As identified in the Environmental Impact Report (SCH No. 2023050339)(EIR), Findings of Fact (FOF), and Mitigation Monitoring and Reporting Program (MMRP) as part of the Addendum to the EIR (SCH No. 2023050339), implementation of mitigation measures is required to reduce environmental impacts to the extent feasible. The adopted mitigation measures applicable to the Project include, but are not limited to, those related to Air Quality, Biological Resources, Cultural Resources, Geology/Soils, Hydrology/Water Quality, Noise, Transportation, and Utilities.

   All mitigation measures identified in the certified EIR and adopted MMRP shall be fully implemented by the Applicant. These measures shall be incorporated into all applicable improvement plans, grading plans, building plans, and construction documents, and shall be subject to review and approval by the Director of Community and Economic Development and/or applicable City departments prior to issuance of grading or building permits, as specified in the MMRP.

Ongoing Monitoring and Enforcement: All mitigation measures shall be monitored in accordance with the adopted MMRP. The Applicant shall be responsible for all costs associated with implementation, monitoring, and reporting. The Applicant shall create and provide a mitigation measures checklist indicating all mitigation measures have been satisfied, incorporated into the building permit plans or improvements plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits. Compliance shall be verified by the City prior to issuance of applicable permits and throughout construction and operation, as specified. ***Project Specific Condition***

10. HAZARD AND HAZARDOUS MATERIAL HANDLING: The following conditions were identified for implementation in the EIR prepared with regard to the Arroyo Lago Residential Project (SCH 2023050339) and apply to the Project:
    a. During site redevelopment, the Applicant shall implement corrective actions and soils management protocols identified in the Final Soil Report submitted to the Alameda County Department of Environmental Health ("ACDEH") for review and approval.
    b. Prior to the start of site grading, the Applicant shall submit the project schedule to the Alameda County Department of Environmental Health ("ACDEH") for review and approval.
    c. Prior to the import of soil to the project site, the Applicant shall submit soil import documentation to the ACDEH for review and approval.
    d. Prior to the reuse of excavated stockpile material on the project site, the Applicant shall submit a Stockpile Characterization Sampling, Evaluation, and Reuse Plan to the ACDEH for review and approval.
    e. Prior to the beginning of construction, the Applicant shall submit a soil excavation report to the ACDEH for review and approval. ***Project Specific Conditions***

**PLANNING DIVISION – 925-931-5600**

11. USES: Uses allowed and conditionally allowed within the Project shall be those of the One-Family Residential zoning district.

12. RECORDED DISCLOSURES: The recorded Declaration of Covenants, Conditions & Restrictions of the Project (the "CC&Rs") shall contain the following:

    A clause indicating the close proximity of the Pleasanton Garbage Services Transfer Facility, Vulcan Materials Company, City's Public Works – Operation Services, Livermore-Pleasanton Fire Department training facility, Pleasanton Police training facility, and Union Pacific Railroad; the possible impacts to homes due to activities at these facilities; and a notification of the potential for noise, odor, dust and vibration generated from the operations at these facilities.

In addition, all lots covered by this approval shall include separately recorded disclosure statements or restrictive covenants indicating the following:

a. Any modifications to the structures are subject to prior approval by the CEDD.
b. Parking on the driveway apron of each home is prohibited.
c. Boats, trailers, campers, motor homes, and other recreational vehicles are not allowed to be parked or stored on-site.
d. Garages shall not be modified or used for storage in a manner that would interfere with the ability to park cars within the garages of the units

Wording for these disclosures and covenants shall be written in plain language and shall be recorded over the project site by separate instrument. ***Project Specific Condition***

13. HOMEOWNERS ASSOCIATION: The applicant shall prepare the CC&Rs, and shall create a Homeowners' Association ("HOA") to govern the Project. The CC&Rs shall include a copy of the final conditions of approval. In addition, the CC&Rs shall describe the maintenance areas and responsibilities of the Project. The portions of the CC&Rs relevant to condition compliance hereunder are subject to review by the Public Works Department and the Community and Economic Development Department to confirm compliance with conditions prior to the recordation of the final map. The CC&Rs shall describe the maintenance responsibilities of the privately-owned driveways, as well as the HOA-owned park that primarily serves the residential development but shall also be open to the public, and landscaped area within the Project and in the off-site storm drainage facility. The CC&Rs shall include exhibits showing the location of all the improvements to be maintained by the HOA. ***Project Specific Condition***.

Site Development and Building Design

14. DEVELOPMENT STANDARDS: No additions or accessory structures, detached or attached, shall be allowed except for the 29.5' x 97' lots (Lots 131-161) where Class II structures may be allowed. ***Project Specific Condition***

15. BUILDING MATERIALS AND COLORS: The building materials and colors in the Project Plans shall be stated on the building permit plans.

16. PAVING MATERIALS: The color, material, design, and product specifications for the paving materials used on-site shall be in conformance with the Project Plans and included with the building permit submittal. Any proposed modifications to the final paving design details shall be subject to review and approval by the Planning Division prior to issuance of building permits.

17. WINDOWS: Manufacturer type, design, material, and installation details for all windows within the Project shall be specified for each unit/building in

conformance with the Project Plans and included in the building permit submittal. Any proposed modifications shall be subject to review and approval by the Planning Division prior to issuance of building permits.

18. SIGNAGE: The construction plans submitted for issuance of a building permit shall include design details of any site monument sign(s). Any site wayfinding shall be designed in compliance with Section 18.96.040. of the Pleasanton Municipal Code, unless otherwise approved by the Director of Community and Ecomonic Development. Said sign designs are subject to review and approval by the Director of Community and Economic Development prior to issuance of a building permit. ***Project Specific Condition***

19. FENCE/WALL: All fencing and walls shall be in compliance with the Project plans and shall be shown on the construction plans with the building permit submittal. The design and location must be approved by the Planning Division and comply with all applicable setback requirements.

20. MOCK-UP: The Applicant shall set up a large material and color mock-up (36'x48") on site to confirm conformance with the Approved Plans prior to issuance of the grading permit and shall be subject to the review and approval of the Planning Division.

21. LIGHTING AND PHOTOMETRICS PLAN: The Applicant shall submit a lighting and photometrics plan with the building permit submittal. The plan shall include photometric contours, manufacturer's specifications on the fixtures, and mounting heights. All exterior lighting including landscape lighting shall be directed downward and designed or shielded so as to not shine onto neighboring properties or streets. The photometrics shall be reviewed and approved by the City Traffic Engineer and Director of Community and Economic Development prior to building permit issuance. The type and location of all exterior light fixtures shall be reviewed and approved by the Director of Community and Economic Development prior to building permit issuance.

22. FINAL INSPECTION: Final inspection of each residence by the Planning Division is required prior to occupancy.

23. TRANSFORMERS: New electrical transformers shall be either (a) placed underground, or (b) placed above ground and screened from view. Details of the new electrical transformers, and any screening for aboveground transformers shall be architecturally compatible with the building, shall be included in the building permit submittal, and shall be subject to the review and approval of the Director of Engineering/City Engineer and Director of Community and Economic Development prior to issuance of the relevant building permit.

24. MECHANICAL EQUIPMENT – SCREENING: The Applicant shall effectively and feasibly screen from public view all ducts, meters, air conditioning equipment,

and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the relevant building. Screening details shall be shown on the plans submitted for the relevant building permit, the adequacy of which shall be determined by the City Engineer and Director of Community and Economic Development. All required screening shall be installed prior to final occupancy of the relevant building permit.

Recycling and Composting

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

Green Building and Sustainability Measures

26. CLIMATE ACTION PLAN ("CAP") 2.0 COMPLIANCE: The Project shall comply with CAP 2.0 requirements of providing all electric homes and providing battery storage backup system. Prior to building permit issuance for the first residential building, a GHG Emission Compliance Checklist shall be provided in compliance with CAP 2.0 to the Planning Division for review and approval by the Director of Community and Economic Development. The measures shall be shown on the building permit plans submitted to the Building and Safety Division. The Checklist shall include notation indicating the sheet(s) the measure can be found. Prior to the relevant building permit final, all of the relevant measures indicated on the approved checklist shall be inspected and approved by the City of Pleasanton.

27. GREEN BUILDING; The applicant shall submit GreenPoint Rated Checklist from BuildItGreen.org:((https://archive.builditgreen.org/greenpoint-rated/documents-checklists) and is subject to review and approval by the Director of Community and Economic Deveclopment prior to issuance of a building permit.

Construction Practices and Noticing

28. 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 Friday. No construction shall be allowed on State or Federal Holidays or Saturdays or Sundays. The Director of Community and Economic Development may allow earlier "start times" or later "stop 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.

29. CONSTRUCTION PARKING: Campers, trailers, motor homes, or any other similar vehicles are not allowed on the construction site except when needed as

sleeping quarters for a security guard subject to receipt of a temporary conditional use permit (per PMC 18.116.010.E).

30. CONSTRUCTION TRAILERS: A construction trailer shall be allowed to be placed on the Project site for daily administration/coordination purposes during the construction period.

31. CONSTRUCTION PARKING MANAGEMENT PLAN: The Applicant shall prepare a construction parking management plan to address construction parking demands during the construction phase of the Project. The construction parking management plan shall be subject to the review and approval by the City Traffic Engineer and Director of Community and Economic Development prior to issuance of a grading permit or the first building permit, whichever comes first. The following items shall be incorporated into the construction and parking management plan:

    a. Show truck route for construction and delivery trucks that does not include neighborhood residential streets, unless approved by the City Traffic Engineer.
    b. Show construction vehicles and equipment parking area, materials storage, temporary fencing, construction trailer location, and construction contractors/workers parking area.
    c. Sidewalk closure or narrowing is not allowed during on-site construction activities without prior approval by the City.

    For purposes of this COA, Santa Rita Road, Busch Road, Stanley Boulevard, Valley Avenue and Boulder Street extension through Villages at the Quarry project shall not be considered “neighborhood residential streets.”

32. NOTICE OF CONSTRUCTION: Prior to construction, the Applicant shall notify the owners and occupants within the Ironwood Community, i.e. the Village at Ironwood, Meridian at Ironwood, Ponderosa Homes, and Ponderosa Apartments, Villages at the Quarry (located at 3300 Busch Road), and Pleasanton Garbage Services (located at 3310 Busch Road) of the construction schedule in writing. Such notice shall include contact names and numbers for the Applicant and contractor. ***Project Specific Condition.***

33. DISTURBANCE COORDINATOR: Prior to the issuance of a grading permit, the Applicant shall designate a “disturbance coordinator” who shall be responsible for responding to any complaints regarding construction noise, dust, construction parking, etc. The coordinator (who may be an employee of the general contractor) shall determine the cause of the complaint and shall require the implementation of measures warranted to correct the problem. A telephone number of the disturbance coordinator shall be posted on the construction site fence and on the notification sent to neighbors adjacent to the Project site. The

sign shall also list an emergency after-hours contact number for the disturbance coordinator or designee.

Fees

34. FEES: Unless otherwise specified by the Project Pre-Annexation and Development Agreement, the Applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the permit is issued and/or as stipulated in the Pre-Annexation and Development Agreement. ***Project Specific Condition.***

35. SCHOOL IMPACT FEES: Applicant shall pay school fees as required by the Pleasanton Unified School District ("PUSD") prior to building permit issuance. Applicant shall provide written proof of compliance with this condition to the City, on a form generated by the PUSD, prior to building permit issuance.

**BUILDING AND SAFETY DIVISION – 925-931-5300**

36. PHASED OCCUPANCY: If building occupancy is proposed to be phased, the Applicant shall submit a phasing plan to the Chief Building and Safety Official for review and approval.

37. BUILDING SURVEY: The Applicant shall submit a building survey and/or record of survey and a site development plan in accordance with the provisions of Chapter 18.68 of the PMC. These plans shall be approved by the Chief Building Official prior to building permit issuance. The site development plan shall include all required information to design and construct site, grading, paving, drainage, and utilities.

38. PAD AND SETBACK CERTIFICATION: The Applicant shall submit a pad elevation certification prepared by a California licensed land surveyor or registered civil engineer to the Chief Building Official and Director of Community and Economic Development certifying the pad elevations and building locations (setbacks) are conforming to the approved plans, prior to receiving a foundation inspection for the structures.

39. WINDOWS/NOISE: Interior noise levels shall conform to the noise level specified in the Noise Element of the Pleasanton General Plan. The construction plans submitted for permit issuance shall include the window's Sound Transmission Class (STC) ratings to ensure compliance with the General Plan. ***Project Specific Condition***

40. AIR FILTERS: The construction plans submitted for issuance of a building permit shall include the installation of an air filtration system on any heating, ventilation,

and air conditioning ("HVAC") system of the air intakes (i.e. outside air) serving the new residences. The air filtration system shall be a Minimum Efficiency Reporting Value ("MERV") 13 air filtration system. ***Project Specific Condition***

41. EXCESS SOIL AND SOIL STOCKPILING: All excess soil from the Project site shall be off-hauled from the site and disposed of in a lawful manner. No temporary stockpiling of dirt on the Project site shall occur without the specific review and approval by the Director of Community and Economic Development or unless approved as part of a grading permit. Notwithstanding anything to the contrary in the foregoing, on-site surcharging that is necessary to allow for the proposed geotechnical remediation shall be permitted, provided that it is subject to a valid permit. ***Project Specific Condition***

**PUBLIC WORKS DEPARTMEMNT**

42. GEOTRACKER: According to the State of California's GeoTracker website, Case #RO0003228 remains open in long-term management status with Alameda County Department of Environmental Health (ACDEH), the agency providing regulatory oversight. The specific area of concern within the property was labeled AOC 6 on a Project Location map by Haley Aldrich in July 2020 comprising the southern portion of the subject property (also known as the "Busch Pit"). ACDEH imposed conditions of site redevelopment activities including corrective actions and soil management protocols as presented in their letter dated 7-18-2017. Those conditions include:

    a. Prior to the start of site grading, provide a project schedule including details of the sequencing of corrective actions.
    b. Prior to import of soil, submit documentation of proposed fill materials including sources, sampling, profiling protocols, and analytical reports with relevant environmental screening levels.

    Applicant shall fulfill these ACDEH requirements. (Condition to be fulfilled prior to issuance of a Grading Permit.)

43. PG&E EASEMENTS. Sheet C1.0 of the VTM illustrates two easements held by PG&E (99-370054 and 2013-097366) with notes indicating these easements will be quitclaimed and that the facilities will be removed/undergrounded. Provide evidence that PG&E consents to the relinquishment of these easement rights and the removal/undergrounding of their facilities or redesign portions of the subdivision such that said easements can remain. (Condition to be fulfilled prior to issuance of a Site Improvement Permit.)

44. EASTERN BUSCH ROAD. According to the City of Pleasanton General Plan's circulation element (Chapter 3, Table 3-8), Busch Road is intended to be a 4-lane divided roadway between Valley Avenue and El Charro Road to support anticipated development in East Pleasanton. According to Parcel Map 11230

(354 PM 91), the Busch Road public right-of-way is currently 100'-wide along the property frontage. The road improvements along the frontage do not currently conform to City standards. Section 19.40.010 of the Pleasanton Municipal Code requires subdividers to improve streets adjacent to the subdivision. The list of improvements to be installed by the Applicant are listed in this code section. Section 19.36.050 defines the subdivider's obligations with respect to right-of-way improvements. (Condition to be fulfilled prior to issuance of a Site Improvement Permit.)

45. PSE DEDICATION. The Applicant shall dedicate a 10'-wide Public Service Easement (PSE) abutting the northern side of the Busch Road right-of-way consistent with Pleasanton Municipal Code §19.36.110. Similarly, Applicant shall dedicate a 5'-wide PSE across the south side of Parcel W where it abuts Street D, as well as other areas shown on the tentative map. Said PSEs shall be available for utility infrastructure such as meters, vaults, boxes, pedestals, etc. All PSEs shall be granted pursuant to California Government Code Section 66439(d)(3). (Condition to be fulfilled prior to issuance of a Site Improvement Permit.)

46. PUBLIC TRAIL. According to the City's adopted Trails Master Plan dated 5-07-2019, Figure 3-2 on Page 63, a Class 1 multi-use trail connection between the development and the existing Mohr Avenue and Martin Avenue trail is desired by the community. A trail extension will require an easement granted by Zone 7 Water Agency across APNs 946-1250-6-5 and 946-1250-41 (Lake "I" properties). The City currently has no easement rights across Zone 7 property, so the Applicant will be required to obtain rights on behalf of the City to construct the trail or enter into an agreement whereby the City may opt to procure such rights. The trail connection shall have an all-weather and disabled-compliant surface similar to the illustrations on Page 81 of the Master Plan thus providing a reliable public route to Mohr Elementary School. (Condition to be fulfilled prior to issuance of a Site Improvement Permit.)

47. SECURITY FENCING FOR LAKE "I". Lake "I" and the surrounding Chain of Lakes properties owned by Zone 7 are currently protected from unauthorized public access by fencing and gates. This fencing will be removed with the subdivision improvements. If Zone 7 desires replacement fencing and gates, the Applicant shall collaborate with said agency on features needed to secure the Zone 7 properties. (Condition to be fulfilled prior to issuance of a Site Improvement Permit.)

48. TITLE DISCLOSURE. The following title disclosure must be included with the sale of each lot within the subdivision: (Condition to be fulfilled prior to issuance of occupancy permits for each home.)

> "The City of Pleasanton Public Works campus is located immediately west of the Arroyo Lago subdivision. Operations within the campus may result in traffic

noise, dust and/or odor impacts. The City has an outdoor shooting range which is used solely by law enforcement personnel during day and nighttime hours, including weekends, which may result in noise and other impacts from discharging firearms. Noise levels from the gun range may reach or exceed 70 dBA. The Livermore-Pleasanton Fire District has a training tower and facility site which is used periodically for fire suppression and emergency rescue exercises; noise from emergency vehicle equipment, as well as smoke may result in impacts to residents within the Arroyo Lago subdivision. The campus' normal hours of operation are currently Monday through Friday from 7 a.m. to 3:30 pm, although after-hours operations occur periodically."

49. LOT LINE ADJUSTMENT. Because the proposed improvements extend to the east beyond the boundary of Parcel A of PM 11230, a lot line adjustment must be processed to transfer a portion of Parcel B to Parcel A. Said LLA shall be accomplished ahead of the final map. The applicant shall apply for said process through the Community Development Department. (Condition to be fulfilled prior to final map approval.)

50. CORROSION POTENTIAL. The Design Level Geotechnical Report identified soil corrosion as a potential threat to buried metal piping. Specific recommendations for the protection of buried metal pipes shall be provided with the construction plans and shall thereafter be adhered to. (Condition to be fulfilled prior to final improvement plan approval.)

51. WATER: The City's consultant, Akel Engineering Group, prepared a site-specific hydraulic analysis (dated November 2025) of the water network shown on the VTM. The analysis revealed that pipe sizes/alignments are necessary to provide flow and pressure for the development. The installed pipe sizes for the needed water network shall be consistent with this analysis.

Because this water pipeline could serve properties other than Arroyo Lago, the analysis also included a methodology for shared infrastructure costs with other neighboring undeveloped properties that would benefit from the proposed water main. The total estimated cost of the water pipeline needed to serve Arroyo Lago is $1,967,000. The fair share allocation of this total cost to Arroyo Lago is estimated to be $439,000 with the remaining $1,528,000 allocated to other neighboring developments. Pleasanton Municipal Code §19.40.060 states,

"…*the city may require that improvements installed by the subdivider for the benefit of the subdivision contain supplemental size, capacity, number, or length for the benefit of property not within the subdivision, and that those improvements be dedicated to the public.*

*In the event of the installation of improvements required by this section, the city shall enter into an agreement with the subdivider for reimbursement for that*

*portion of the costs of those improvements, including an amount attributable to interest, in excess of the construction required for the subdivision*."

It shall be the Applicant's obligation to pursue said agreement with the City. In the absence of an agreement, the Applicant shall accept full financial responsibility for the total cost of the water pipeline.

The Applicant shall note that a segment of the pipeline crosses Lake "I" properties as owned by Alameda County Flood Control & Water Conservation District (Zone 7): APNs 946-1250-6-5 and 946-1250-41. The City currently has no easement rights across Zone 7 property, so the applicant will be required to either obtain rights on behalf of the City to implement the water pipeline as shown or enter into an agreement whereby the City may opt to procure such rights.

Maintenance of the installed water pipeline can be performed by the City assuming the network is constructed according to Pleasanton standards, accepted by the City Council, and incorporated into an on-going funding district such as a Community Facilities District. (Condition to be fulfilled prior to final improvement plan approval.)

52. SANITARY SEWER: The City's consultant, Woodard & Curran, prepared a site-specific hydraulic analysis dated June 9, 2026, of the sanitary sewer network shown on the VTM. The analysis revealed that pipe improvements/upgrades are necessary to provide adequate sewer conveyance and freeboard for the development. To serve Arroyo Lago alone, approximately 1,100 lineal feet of sewer pipe upgrades are needed along Kamp Drive from Head Way to Stoneridge Drive (upgrade from 10"-diameter to 12") and along Santa Rita Road under Arroyo Mocho via installation of an additional 15"-diameter siphon. The sewer network shall be improved/upgraded consistent with this analysis.

Because this sewer network could serve properties other than Arroyo Lago, the analysis included a methodology for shared infrastructure costs with other neighboring undeveloped properties that would benefit from the sewer improvements. The cost allocation should reflect the $222,275 contribution already secured via Conditions of Approval from the Tract 8680 (Seefried Industrial) development.

Pleasanton Municipal Code §19.40.060 allows the Applicant to enter into a reimbursement agreement with the City for supplemental sizing of required infrastructure. It shall be the Applicant's obligation to pursue said agreement with the City. In the absence of an agreement, the Applicant shall accept full financial responsibility for the total cost of the sanitary sewer improvements needed to serve Arroyo Lago.

The Applicant shall note that a segment of the pipe crosses Lake "I" properties as owned by Alameda County Flood Control & Water Conservation District (Zone 7): APNs 946-1250-6-5 and 946-1250-41. The City currently has no easement rights across Zone 7 property, so the applicant will be required to obtain rights on behalf of the City or enter into an agreement whereby the City may opt to procure such rights to implement the sewer design as shown.

Maintenance of the installed sewer network can be performed by the City assuming the network is constructed according to Pleasanton standards, accepted by the City Council, and incorporated into an on-going funding district such as a Community Facilities District. (Condition to be fulfilled prior to final improvement plan approval.)

53. ACCENT PAVING. Accent paving is proposed within the public road network in addition to traditional hot-mix asphalt (HMA) surfacing. The type of accent paving is subject to review and approval by the City Engineer to assure any future maintenance of this surfacing does not burden the City's Operations staff. If the City Engineer determines that a burden will exist, the accent paving shall either be removed from the project, or an alternative funding mechanism created to address this potential maintenance burden. (Condition to be fulfilled prior to final improvement plan approval).

54. CONDITIONS OF APPROVAL: These Conditions of Approval shall be depicted on a plan sheet(s) in the submitted plans for construction. (Fulfill this condition prior to plan approval.)

55. ENGINEERING DIVISION FEES FOR SERVICE: The Engineering Division assesses fees for services including plan-check, permit issuance, and inspection according to the City's adopted Master Fee Schedule. These fees are separate and distinct from fees assessed by the Community Development Department (including Planning and Building Division fees). The Applicant is responsible for payment of all Engineering Division fees prior to services rendered or permit issuance, whichever is first. (Fulfill this condition prior to plan approval.)

56. CITY ENGINEER SIGNATURE BLOCK: The following signature block shall be depicted on the first sheet of the plans submitted for construction: "Approval of these plans is for work within the street right-of-way and public utility systems within Public Services Easements unless otherwise noted. Approval of these plans does not release the developer of the responsibility for the correction of mistakes, errors, or omissions contained therein. If during the course of construction of the improvements public interest requires a modification or a departure from the specification and details of the City of Pleasanton or these plans, the City Engineer shall have the authority to require such modification or departure and to specify the manner in which same is to be made. Approved as to design only based upon information submitted hereon this [DAY] of [MONTH],

[YEAR]. [NAME], P.E., City Engineer, [DATE] (Fulfill this condition prior to plan approval.)

57. ADHERENCE TO CITY STANDARDS: All public improvements shall be designed and constructed in conformance with the City of Pleasanton Municipal Code and the City's adopted Standard Specifications and Details in effect at the time of issuance of the permit(s). Said standards are available for download at: https://www.cityofpleasantonca.gov/our-government/public-works/engineering/ (Fulfill this condition during all aspects of design and construction.)

58. ROADWAY DESIGN STANDARDS: All roads constructed or improved by the Applicant shall conform to the design standards contained in Pleasanton Municipal Code Chapter 19.36. For standards not explicitly described in the Code, the following State of California Department of Transportation (Caltrans) standards shall be followed: Highway Design Manual, and the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest editions. The City also references design standards from "A Policy on Geometric Design of Highways and Streets" (latest edition) as published by the American Association of State Highway and Transportation Officials (AASHTO). Any deviations from standards must be approved by the City Engineer. (Address this condition prior to plan approval.)

59. HOT-MIX ASPHALT PAVEMENT DESIGN STANDARDS: Public roadways and parking lots shall be surfaced with hot-mix asphalt (HMA) as designed according to Chapter 630 "Flexible Pavement" of the Caltrans Highway Design Manual, unless otherwise approved by the City Engineer. The following minimum standards shall apply to the design:

    a. Minimum design life = 20 years
    b. R-value of the underlying soil shall be R = 5 minimum. A higher R-value will be allowed only through analytic testing by a licensed geotechnical engineer or engineering geologist.
    c. Asphalt Binder classification shall be PG 64-10
    d. Minimum Traffic Index (TI) shall be as follows. A lower TI will be considered only when justified by analytic calculations performed by a licensed civil or traffic engineer according to the Caltrans Highway Design Manual Chapter 613
        i. Local Street: $TI_{min} = 5.0$
        ii. Residential collector street: $TI_{min} = 6.0$
        iii. Arterial street: $TI_{min} = 9.0$
    e. Minimum thickness of HMA layer = 3 inches

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

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

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

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

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

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

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

HM projects must include stormwater treatment measures in the site design to cause no increase in the erosion potential of the receiving stream over the pre-project (existing) condition. To demonstrate compliance, the City encourages use of the Bay Area Hydraulic Model (BAHM). The model software can be downloaded at no cost from Clear Creek Solutions. (Fulfill this condition prior to plan approval)

62. OPERATION AND MAINTENANCE AGREEMENT: Regulated projects are subject to a Stormwater Treatment Measure Maintenance Agreement between the City and property owner to assure long-term maintenance of the installed measures. The City will provide a template agreement. Once executed, the

agreement must be recorded against the property. (Fulfill this condition prior to project acceptance.)

63. GEOTECHNICAL RECOMMENDATIONS: Recommendations from the project's geotechnical investigation, as prepared by a California-licensed Geotechnical Engineer or Certified Engineering Geologist, shall be incorporated into the design of the improvements and/or explicitly noted on the plans. The author(s) of the geotechnical investigation shall certify on the plans that the design complies with their recommendations. During construction, the Applicant must follow all such recommendations. (Fulfill this condition prior to plan approval.)

64. SUBDIVISION MAPS: The subdivision of land is governed by Pleasanton Municipal Code Title 19, as well as the California Government Code §§66410-66499.85 (Subdivision Map Act). All maps are subject to review and approval by the City Engineer. Recordation of the subdivision map shall be coordinated by the Applicant's title company, with one full-sized mylar copy of the recorded map returned to the City.

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

[NAME], P.E., Registration No. [TO BE PROVIDED BY CITY], City Engineer, City of Pleasanton, County of Alameda, State of California [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Fulfill this condition prior to map approval.)

65. CITY CLERK'S STATEMENT: For final maps, the following statement shall be included on the cover sheet of the map: "I, Jocelyn Kwong, City Clerk and Clerk of the Council of the City of Pleasanton, County of Alameda, State of California, do hereby state that this final map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet [NUMBER] thereof, was presented to said Council of the City of Pleasanton, as provided by law at a regular meeting held on the [DAY] day of [MONTH], [YEAR] and that said Council of the City of Pleasanton did thereupon by motion duly passed and adopted at said meeting, approved said map and accepted on behalf of the public all parcels of land and easements as offered for dedication to the City of Pleasanton for public use in conformity with the terms of the offer of dedication. The names of the subdividers are as shown on the Owner's Statement upon

Sheet 1. In witness whereof, I have hereunto set my hand this [DAY] of [MONTH], [YEAR]. Jocelyn Kwong, City Clerk, City of Pleasanton, Alameda County, State of California [SIGNATURE LINE]". (Fulfill this condition prior to map approval.)

66. SUBDIVISION IMPROVEMENT AGREEMENT: Subdivision improvements required as part of the subdivision, both onsite and offsite, must be either completed to the satisfaction of the City Engineer prior to map approval, or guaranteed by a Subdivision Agreement. The agreement requires the Applicant to post financial security in the form of either a cash deposit, letter of credit, or surety bonds in amounts equivalent to the value of the public improvements. If surety bonds are utilized, the form of the bond language shall be consistent with California Government Code §66499.1 for faithful performance and §66499.2 for labor and materials. The amounts of the bonds shall be 100% of the total estimated value of required subdivision improvements consistent with §66499.3. In addition, the City requires a warranty bond (often referred to as a maintenance bond) for 10% of the estimated value. The warranty bond shall be active for 1 year following formal acceptance of the improvements. All submitted securities are subject to review and approval by the City Attorney. In addition, final maps and the associated Subdivision Agreement are subject to approval by the City Council. (Fulfill this condition prior to map approval.)

67. CITY SURVEYOR: The City utilizes the services of an outside consultant to certify the technical accuracy of subdivision maps as City Land Surveyor pursuant to California Government Code §66451.1. In order to provide this service, the consultant will submit a proposal to the City for the estimated cost of the work. The estimate will be presented to the Applicant together with the City's administrative markup according to the City's adopted Master Fee Schedule. Review of the subdivision map cannot commence until the Applicant has submitted payment to the City for these costs. If the ultimate fee at the conclusion of the work is less than this payment, the Applicant will be refunded the difference. If the ultimate fee is more than this payment, then the Applicant shall submit payment for the difference before the consultant certifies the map.

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

68. DEDICATIONS TO THE CITY: Dedications to the City shall conform to the following standards whether dedicated on a subdivision map or by recorded separate instrument: (Fulfill this condition prior to recordation of map or separate instrument title documents granting rights to the City.)

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

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

69. DATUM FOR VERTICAL CONTROL: Vertical control surveying for all improvements to be constructed shall be based on the North American Vertical Datum of 1988 (NAVD 88). Any benchmarks used that relied on the National Geodetic Vertical Datum of 1929 (NGVD 29) shall be converted to NAVD 88 when presented on plans. The location of the benchmark and source of data must also be disclosed on the plans. (Fulfill this condition prior to plan approval.)

70. SURVEY MONUMENTS FOR HORIZONTAL CONTROL: Final maps shall include sufficient durable survey monuments to allow the subdivision to be retraced in conformance with Pleasanton Municipal Code §19.24.220. Setting of monuments shall be in accordance with California Government Code §66495-66498. The surveyor shall give notice to the City Engineer when final monuments have been set, and when payment for said work has been received from the subdivider. (Fulfill this condition prior to acceptance of improvements.)

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

https://acfloodcontrol.org/the-work-we-do/the-work-we-do/resources/

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

and signed by a California-licensed civil engineer. (Fulfill this condition prior to plan approval.)

72. EMERGENCY OVERLAND STORMWATER FLOW/SUMP PROPERTIES: All properties shall be designed with an emergency overland flow path to direct storm runoff to the nearest public street or open flood control facility in the event on-site pipes become plugged. The flow path shall be lower than the finish floor elevation of all habitable structures. The flow path cannot rely on neighboring properties unless a storm drain easement across the neighbor is obtained. Sump properties must be designed to discharge the 50-year recurrence interval storm event through the pipe network before habitable structures become inundated. (Fulfill this condition prior to plan approval.)

73. STORM DRAIN FORCE MAIN: The SDFM intended to discharge stormwater from the detention basin to the City pipe network on Busch Road is shown extending across property owned by Amazon (APN 946-1250-19-6). The Applicant shall provide evidence of property rights acquired from Amazon for this private pipeline. Alternatively, the Applicant shall relocate the pipeline onto property where easement rights can be obtained. (Fulfill this condition prior to plan approval.)

74. STORM DRAIN PUMP EQUIPMENT: The planned bioretention area and detention basin to be located east of the current El Charro Road alignment will be served by pumping equipment. Said equipment could be damaged if the controls become inundated. Because this area is identified as Zone A on FEMA Flood Insurance Rate Maps and is thus subject to floodwaters, any pump equipment associated with the storm drain network shall be elevated at least one foot above the expected flood elevation. (Fulfill this condition prior to plan approval.)

75. STORM DRAIN BEYOND SUBDIVISION BOUNDARY: The Applicant shall grant a storm drain easement (SDE) to the City for any portion of the storm drain network that extends beyond the subdivision boundary including the pipe network, bioretention area, detention basin, pump system, and force main to the east. Maintenance of these improvements shall be by the City with funding from the Community Facilities District except as follows: Any weed abatement or ornamental landscaping maintenance within the bioretention or surrounding/appurtenant areas shall be the responsibility of a private entity such as the homeowner’s association or underlying property owner. (Fulfill this condition prior to map approval.)

76. SANITARY SEWER DESIGN STANDARDS: Connections to the City’s sanitary sewer network shall conform to Pleasanton Municipal Code Title 15 “Sewerage”. All buildings inhabited by human beings which are not more than 250 feet from the City’s sewer network shall be connected. All premises, parcels, and/or lots shall have independent connections to the City’s sewer network. The public

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

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

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

Maximum manhole spacing = 350 feet
Minimum curvature for curved sewer mains: 200 feet or not less than recommended by pipe manufacturer
Minimum pipe cover = 5 feet

Backflow prevention devices must be installed if the lowest plumbing fixture if the building is lower than the downstream cleanout overflow device or manhole to assure effluent discharge outside of the building in case the downstream pipe network becomes obstructed.

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

Minimum number of valves:
3 at cross intersections
2 at "T" intersections
500 feet maximum spacing
1 valve at each fire hydrant lateral

Minimum number of fire hydrants (subject to approval by Livermore-Pleasanton Fire Department (LPFD) Fire Marshal: 1 hydrant within 250 feet of any existing or proposed structure
Minimum pipe size: 8-inch diameter
Minimum depth of cover over pipe: 42 inches
Blowoff requirements:
At all dead ends whether temporary or permanent
At all low points in the line
Minimum fire flows in gallons per minute (gpm): 2,000 to 2,500 gpm for 2 hours (single family residential)
Minimum pressures:
40 psi (peak hour demand)
20 psi (maximum day demand plus fire flows)

Dwelling unit equivalent flows: 160 gallons per day (single family residential)

78. BACKFLOW PREVENTION ASSEMBLIES: Backflow preventer assemblies shall be designed and installed in accordance with current City Standard Drawings 704, 705, 706; Pleasanton Municipal Code Chapter 14.16, State Health and Safety Code; State Water Resources Control Board adopted Cross-Connection Control Policy Handbook (CCCPH); and as required by the Public Works Department. Backflow Preventers (BFP) shall be selected from the latest "List of Approved Backflow Prevention Assemblies" available from the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California. All backflow preventer assemblies shall be tested and certified by a City approved tester with the certification submitted to the City. Testing will be performed at the time City water is turned on to the site. If an existing backflow preventer is on the site, it shall be tested and certified by a City-approved tester with the certification submitted to the City before project water is drawn through it. An all-weather cover shall be placed over all backflow prevention assemblies 4 inches and smaller, and follow City Standard Specification 19-02N for backflow enclosure requirements. (Fulfill this condition prior to plan approval.)

79. SINGLE-FAMILY RESIDENTIAL FIRE PROTECTION SYSTEMS AND BACKFLOW PREVENTION: Single-family residential water services which include a fire protection system must be equipped with either Double Check (DC) valve backflow protection (requiring annual testing) or satisfy CCCPH section 3.2.2(e)(3) with pass-through/purge design of fire protection system with signage posted at fixture to bring attention to the system design with pass-through/purge. If applicant selects to install DC, assembly shall be designed and installed in accordance with current City Standards 704, 705, and PMC 14.16; including installation as close as possible to the service line before the first branch line leading off the service line. (Fulfill this condition prior to plan approval.)

80. UTILITY ENCLOSURES: Proposed utility enclosures including vaults, meter boxes, splice boxes, and pedestals shall be installed in the public right-of-way, in a public service easement (PSE), or in a utility company specific easement. The locations for utility enclosures shall be considered in the following order of preference: (1) PSE area behind public sidewalk; (2) parkstrip area between the roadway curb & gutter and the sidewalk; (3) within the public sidewalk set flush to grade; (4) within driveway approach areas set flush to the surface with traffic-rated lids. In no case shall an above-ground pedestal or utility cabinet obstruct sight-line visibility for vehicle drivers at intersections or driveways. Above-ground pedestals or utility cabinets are preferred within the side-yard area of a corner residential lot rather than the front-yard. Deviations from this standard must be approved by the City Engineer. (Fulfill this condition prior to plan approval.)

81. DRY UTILITIES (ELECTRICITY, CATV, TELECOM): All dry utilities including electricity, telecommunications, cable television, street lights, alarm systems, etc. required to serve the project shall be installed underground from the point-of-connection at the utility purveyor's network to the service point. Aerial drops from utility poles will not be allowed without prior approval of the City Engineer. (Fulfill this condition prior to plan approval.)

82. ENCROACHMENT PERMIT: Any work performed within the City's right-of-way, City easements, or City-owned property shall be subject to an Encroachment Permit as defined in Pleasanton Municipal Code Chapter 13.04. All encroachment permit work is subject to adopted City of Pleasanton Standard Specifications and Details, and shall be performed by properly-licensed contractors as determined by the City Engineer. Said contractors must provide evidence of proper licensure (typically a Class "A" General Engineering Contractor license or appropriate Class "C" Specialty Contractor license as issued by the California Contractors State License Board), insurance and City-issued Business License upon application for a permit. (Fulfill this condition prior to permit issuance.)

83. HAUL ROUTE: Deliveries to and from the project site shall conform to the Commercial Vehicle Regulations included in Pleasanton Municipal Code Chapter 11.48. Vehicles with gross weights exceeding 3 tons but less than 8 tons are prohibited on any City roadway other than those designated a Commercial Vehicle Route unless a Transportation Permit has first been obtained. Said Commercial Vehicle Routes include First Street, Stanley Boulevard, and Sunol Boulevard. In addition to weight restrictions, vehicles that exceed 96 inches in width and/or 60 feet in length are also required to obtain a Transportation Permit. For information about Transportation Permits call 925-931-5677. (Fulfill this condition prior to permit issuance.)

84. CONSTRUCTION GENERAL PERMIT: This application is subject to a Construction General Permit according to the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. The general

permit is applicable to development sites that disturb one or more acres of land surface. The Applicant will be required to register the project with the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website. A Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) must be responsible for permit compliance. The SMARTS system will generate a Waste Dischargers Identification (WDID) number, which must be printed on the grading and/or erosion control plans. (Fulfill this condition prior to permit issuance.)

85. TEMPORARY TRAFFIC CONTROL: Work in the public right-of-way or publicly-accessible easement areas require submittal, review, approval, and implementation of a temporary traffic control plan. The plan shall be in writing and subject to review and approval of the City's Traffic Engineer. The plan must conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), with specific emphasis on Part 6 "Temporary Traffic Control".

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

86. HIGH VISIBILITY SAFETY APPAREL: All workers on foot who are exposed to the hazard of vehicular traffic shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004 Performance Class 2, high visibility safety apparel and headwear, or any updates adopted by Cal OSHA. During hours of darkness, warning garments shall be retroreflective with visibility from a minimum 1,000 feet. (Fulfill this condition during construction.)

87. EXCAVATION SAFETY: All excavations must be performed in conformance with California Government Code Sections 4216, et seq. No excavation shall occur until proper notice is provided to Underground Service Alert (usanorth811.org) by calling either 811 or 800-642-2444 at least 72-hours prior to the work so buried utilities can be marked. All excavations shall be covered or barricaded to prevent entry when work is inactive. Open excavations in the public right-of-way must be covered by skid-resistant steel plates that are firmly affixed to the surface with leading edges ramped. Excavations 5-feet and deeper require a protective system as defined by Cal-OSHA. If a shoring system or trench boxes will be utilized as the protective system, said system shall either be manufactured and installed according to manufacturer recommendations, or designed by a registered professional engineer and installed according to approved plans. No excavation shall be performed atop or adjacent to a high-risk facility until authorized by the owner of the facility. High-risk facilities are defined as gas transmission pipelines and hazardous liquid pipelines as regulated by the U.S.

Department of Transportation Pipeline and Hazardous Materials Safety Administration (US DOT PHMSA)

88. POLLUTANT REDUCTION IN STORMWATER: At no time during construction of the project shall pollutants be allowed to enter, clog, or contaminate storm drain pipe networks or open stormwater channels in violation of Pleasanton Municipal Code §9.14.080 et seq. The Applicant shall contain all trash and debris for proper disposal to authorized landfills or recyclers. Erosion control features shall be deployed during the rainy season that extends from October 1st to April 15th each year, or any time rain is forecast outside of this period. Best Management Practices (BMPs) shall be strictly followed. Street sweepers must be employed if soil or debris is tracked onto the public roads from vehicles exiting the site. Standard BMPs are available from the California Stormwater Quality Association (CASQA), the United States Environmental Protection Agency (EPA), Caltrans, and others. Notes and/or illustrations shall be added to the plans that describe the BMPs to be utilized during construction. The use of manufactured erosion control woven blankets and straw wattles that utilize plastic monofilament netting is specifically prohibited. (Fulfill this condition during construction.)

89. SWPPP REPORTING: Copies of any monitoring and/or sampling reports required by the stormwater pollution prevention plan (SWPPP) and submitted by the Legally Responsible Person (LRP) to the State of California's SMARTS database shall also be submitted to the City of Pleasanton inspector assigned to the project. The LRP shall also submit to the City a copy of the required Annual Report no later than September 1st of each year that construction is active or when erosion control features have been deployed. The report must include a summary of all sampling and analysis performed (Risk Levels 2 and 3 only), a log of all inspections performed, a summary of any required corrective actions taken, and a summary of any violations. (Fulfill this condition during construction.)

90. DUST CONTROL: Dust control measures must be employed during all phases of construction to prevent airborne nuisance to neighboring properties. All stockpiles or unused materials that can create dust shall be covered or removed. Exposed soil areas shall be routinely watered until surfacing materials or landscaping is installed. Use of dust palliatives shall conform to Caltrans Standard Specification Section 18. Any damage caused by airborne dust to neighboring properties shall be cleaned with costs paid by the Applicant. If the Applicant fails the address dust as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the Applicant's property. (Fulfill this condition during construction.)

91. PROPERTY NUISANCE: At no time during construction of the project shall the condition of the property become a nuisance as defined in Pleasanton Municipal Code §9.28.020. The City shall have the right to inspect the property for conditions that violate the code standard. If a nuisance is found, the Applicant

shall immediately submit a plan of correction. Depending on the severity of the nuisance, the City may suspend all construction work until the condition is corrected. Any of the following conditions shall be considered severe: leaking chemicals that can cause environmental damage; open excavations or any excavation deeper than 4 feet that lacks proper shoring; unsecured materials that can fall to the ground causing damage or injury; open or exposed utilities that could cause electrical shock or contamination of sewer, potable water systems, groundwater wells, or storm drainage networks. If the Applicant fails the address the nuisance as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Fulfill this condition during construction.)

92. NOISE: Construction noise is regulated under Pleasanton Municipal Code Chapter 9.04. Noise is prohibited outside of the hours of 8 a.m. and 8 p.m. daily except Sundays and holidays when noise is prohibited outside the hours of 10 a.m. and 6 p.m. Noise is defined as a level exceeding 83 dBA at a distance of 25 feet or 86 dBA at any point beyond the boundary of the property under construction. If the Applicant fails to address the noise as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the Applicant or levied as a lien against the Applicant's property. Exceptions to these regulations require a special permit granted by the City for circumstances when strict compliance would be impractical or unreasonable, and contingent upon proper noticing to surrounding property owners that includes the dates and times when noise levels will be exceeded and the specific reasons why an exception to the regulation has been granted. (Fulfill this condition during construction.)

93. DROUGHT RESTRICTIONS: If the City Council declares a drought during a time when this development is under construction, as described in § 9.30.010, et seq., of the Pleasanton Municipal Code, the Applicant shall utilize only recycled water under Stage 1 or greater restrictions for all non-potable construction-related water needs. Recycled water is available at designated locations within the City, subject to the Applicant's receipt of a temporary hydrant meter from the Operations Service Center located at 3333 Busch Road. The Applicant is responsible for all water costs based on current billing rates. (Address this condition during construction)

94. GEOTECHNICAL FINAL REPORT: At the conclusion of construction, the Applicant shall submit to the City a final report from the Geotechnical Engineer or Certified Engineering Geologist testifying to the successful completion of all material testing and/or observation work performed. The final report must provide assurance that all recommendations had been strictly followed. The Applicant shall bear all costs associated with this condition. (Fulfill this condition prior to acceptance of improvement or issuance of an Occupancy Permit.)

95. DAMAGE TO EXISTING PUBLIC OR PRIVATE IMPROVEMENTS: The Applicant shall repair damage to existing public or private improvements on and near the project site and along the haul route at the applicant's expense if caused by construction activities. (Fulfill this condition prior to acceptance of improvements or issuance of an Occupancy Permit.)

96. GEOGRAPHIC INFORMATION SYSTEMS: The City's Geographic Information Systems (GIS) staff publishes digital maps that enable first responders to efficiently navigate to locations where calls for service have been requested. The maps are also shared with agencies and departments that provide other critical services to residents such as mail delivery. To keep these maps current, the City requires as-built plan or map information to be submitted by the applicant in a format that integrates with ArcGIS by ESRI. The "Digital Submittal Requirements" are available for download at the following weblink: (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)

    https://www.cityofpleasantonca.gov/gov/depts/gis.asp

97. CONSTRUCTION SCREENING FENCE: The Applicant shall install a screening fence at the Project perimeter prior to the issuance of a building permit, and the screening fence shall remain on site throughout construction. The details of said fence shall be noted on the plans submitted for issuance of a building permit and are subject to review and approval by the Director of Community and Economic Development. ***Project Specific Condition***

98. PORTABLE TOILETS: Portable toilets shall be setback and/or located at least ten feet from any street or gutter and a minimum of 50 feet from any storm drain inlet(s). If there are no reasonable locations for placement of a portable toilet 50 feet or more from a storm drain inlet, best management practices (BMPs) must be in place to mitigate any potential runoff from entering storm drain inlet(s); this will include secondary containment and waddle placement either around portable toilet or storm drain. Portable toilets should always be secured or weighted to prevent tipping or spilling. Portable toilets used during construction shall be kept on the project site and as far as possible from existing residences and shall be emptied regularly to prevent odor.

99. HAULING TRUCKS: All trucks hauling soil or mulch shall be covered with tarpaulins or other effective covers. ***Project Specific Condition***

**LANDSCAPE ARCHITECTURE DIVISION – 925-931-5672**

Landscaping

100. LANDSCAPING: Detailed landscape and irrigation plans encompassing all planting areas, both on-site and off-site, shall be included in the building permit plans. All plans shall be prepared by a licensed landscape architect and shall be in compliance with the Project Plans and shall provide the species, location, size,

quantities, and spacing of all plants. Minimum plant sizes are 1-gallon containers for ground cover, a mix of 1- and 5-gallon containers for shrubs, and 15-gallon containers for trees. Plant species shall be of a drought-tolerant nature and the irrigation design shall utilize low-volume drip, bubbler, or other water conserving irrigation systems to the maximum extent feasible. The drawings shall be subject to the review and approval of the City Landscape Architect prior to building permit issuance.

101. WATER EFFICIENT LANDSCAPE ORDINANCE (WELO): The Project shall comply with the City of Pleasanton's Water Efficient Landscape Ordinance (WELO) and Bay Friendly Basics Landscape Checklist. The Applicant shall submit a Landscape Documentation Package in PDF format to the Landscape Architecture Division, which shall be subject to review and approval by the City Landscape Architect to confirm compliance with the Project Plans prior to building permit issuance. The Landscape Documentation Package shall include:

    a. Project Information;
    b. Water Efficient Landscape Worksheet;
    c. Soil management report;
    d. Landscape design plan;
    e. Irrigation design plan; and
    f. Grading design plan.

102. CERTIFICATE OF COMPLETION: Upon completion of construction and prior to final inspection by the Building and Safety Division, the Applicant's landscape architect shall, for each neighborhood within each phase, submit a Certificate of Completion Package in PDF format to the Landscape Architecture Division for review and approval. The Certificate of Completion Package shall include:

    a. Project information sheet;
    b. Certificate of installation according to the landscape documentation package;
    c. Irrigation scheduling;
    d. Schedule of irrigation, landscape and irrigation maintenance;
    e. Landscape irrigation audit report; and
    f. Soil management report (if not previously submitted).

103. LANDSCAPING INSTALLATION: Prior to building permit final for the subject building, all landscaping associated with that building shall be installed as shown on the approved building permit set and shall be inspected and approved by the Landscape Architecture Division.

104. CONCRETE CURBS: 6-inch vertical concrete curbs, with curb cuts or flush curbs with wheel stops, if determined to be acceptable by the Director of Public Works and Director of Community Development, shall be installed between all paved

and landscape areas, in conformance with the City's Standard Specifications and Details.

105. EROSION CONTROL: For purposes of erosion control, the Applicant shall plant a hydro seed mixture designed by the applicant's landscape architect and approved by the Landscape Architecture Division prior to installation. The erosion control shall be maintained by the Applicant until permanent landscaping is in place.

106. BACKFLOW AND IRRIGATION METER SCREENING: All backflow prevention devices and above ground irrigation controls shall be located and screened to minimize their visual impacts to the extent feasible. These devices with their proposed screening shall be in compliance with the Approved Plans and shown on the landscaping and utility plans submitted with the building permit plans or improvement plans and shall be subject to the review and approval of the City Landscape Architect prior to their installation. If above-ground, they shall be painted forest green or an equivalent dark-green color. Screens shall consist of berms, walls, or landscaping satisfactorily integrated into the landscape plan. Landscape screens shall include shrubbery designed by species and planting density to establish a complete screen within 1 year from the date of planting. Weather protection devices, such as measures to protect pipes from freezing, shall require approval by the City Landscape Architect prior to use; at no time shall fabric or other material not designed and/or intended for this purpose be wrapped around or otherwise placed on these devices.

107. AGREEMENT: The Project includes landscaping or private features within the public right-of-way. The applicant shall enter into a Landscape Maintenance Agreement with the City, approved by the City Attorney, which guarantees all landscaping in the Project will be maintained at all times in a manner consistent with the approved landscape plan. Said agreement shall be recorded and run with the land for the duration of the existence of the structures located on the subject property.

108. ROAD LANDSCAPE PLANTING STRIPS: The CC&Rs shall include language regarding this maintenance obligation. The planting areas between the curb and sidewalk shall be a minimum of 5-ft wide and larger where feasible as shown on the Project Plans. ***Project Specific Condition***

109. PARK DESIGN: The planting, amenities, materials, and layout of the HOA owned and maintained park shall be designed in compliance with the Project Plans. The final park design shall include a recreational amenity, such as a bocce ball court, playground, or similar smaller amenity appropriate for a park of this size, and will be subject to the review and approval of the City Landscape Architect. ***Project Specific Condition***

110. TRAIL CONNECTION: The proposed trail on the east and north side of the Arroyo Lago development shall be extended along the east and north side of the existing Ironwood development to connect to the existing concrete path on Mohr Avenue. The trail shall be a minimum of 10-ft wide and shall be either concrete or asphalt concrete and shall provide a connection to the pathway along Chatham Lane. Applicant shall work with Zone 7 water agency to obtain an easement for the trail on their property or enter into an agreement whereby the City may opt to procure such rights. Waterwise landscaping and trees shall be provided along the trail within the City property on the north side of Arroyo Lago. The planting, amenities, and materials shall be maintained by the HOA. The final trail design will be subject to the review and approval of the City Landscape Architect. ***Project Specific Condition***

111. MINI-TRAFFIC CIRCLE/ROUNDABOUT: Utilities shall be routed around the mini-traffic circles and roundabout on Busch Road to be a minimum of 8-ft clear of the center of the circle and shall include planting and a minimum of one 24”-box sized tree. **Project Specific Condition**

112. SITE LIGHTING: All site lighting shall be designed for consistency with the International Dark-Sky Association’s (IDA) Model Lighting Ordinance. This project site shall be considered to be in an LZ-1 zone for design purposes. Lighting shall be subject to review and approval by the City Landscape Architect prior to building permit issuance.

<u>Trees</u>

113. STREET TREES: Each corner property shall have a minimum of 3 street trees, each street facing property shall have a minimum of 1 street tree, and each property facing onto a court shall have a minimum of 1 tree in the front yard and Street tree varieties shall be installed as shown in the Approved Plans. Varieties shall be reviewed and agreed upon by the City Landscape Architect and Applicant prior to issuance of the building permit. ***Project Specific Condition***

114. ROOT CONTROL BARRIER: The Applicant shall provide root control barriers and 4-inch perforated pipe for all trees located within 8-feet of pavement or other hardscape, determined by the City Landscape Architect. Root barriers shall be located along the edge of the pavement wherever the tree is within 8-feet of pavement or hardscape. Information and details shall be included in the landscape plan submittal for review and approval by the Landscape Architecture Division.

**TRAFFIC ENGINEERING DIVISION – 925-931-5677**

115. TRAFFIC IMPACT FEES: The Applicant shall pay all applicable traffic impact fees for the Project as required under applicable law and calculated as outlined in Pleasanton Municipal Code 3.26.050 “Amount of Fee”. The fee shall be reduced by the amount of any credit authorized by Section 3.26.070 of the Pleasanton Municipal Code and as defined by the Pre-Annexation and Development Agreement, dated _____, 2026. Should credits exceed the amount of the fee, a reimbursement may be given pursuant to Section 3.26.080 of the Pleasanton Municipal Code. The fee shall be paid prior to building permit issuance. ***Project Specific Condition***

116. TRAFFIC CONTROL PLAN (TCP): Comprehensive traffic control measures shall be implemented pursuant to Pleasanton Municipal Code section 13.04.240 and 13.04.250 during construction, including scheduling of major truck trips and deliveries, to avoid peak travel hours. If necessary, as determined by the Traffic Engineer, proper lane closure procedures such as flagger stations, signage, cones, and other warning devices shall be implemented during construction. ***Project Specific Condition***

117. TRUCK ROUTES: The haul route for all materials to and from the Project site shall be approved by the City’s Traffic Engineer prior to issuance of a building permit, and shall include the provision to monitor the street surfaces used for the haul route so that any damage and debris attributable to the haul trucks is identified and corrected at the expense of the Project Applicant.

118. SIGNAGE AND STRIPING: The plans submitted to the Building and Safety Division for plan check shall include improvement plans for this Project that contain signage and striping details for both on- and off-site. Said improvement plans shall be subject to the review and approval of the City Traffic Engineer prior to building permit issuance.

119. Street A Improvements: The Applicant shall construct the extension of the trail along the east side of Street A from Street D to Busch Rd. The design shall meet the standards within the Bicycle and Pedestrian Master Plan and the Trails Master Plan. In addition, ADA curb ramps and crosswalks shall be constructed on the north, south and east legs of the roundabout at the intersection of Street A and Street F. As a condition precedent to approval of the final map, the City and the applicant shall enter into a subdivision improvement agreement, subject to the City's bonding requirements, for the completion of the Street A improvements. The improvements on Street A shall be completed no later than issuance of the building permit for the 100$^{th}$ residential unit in the Project (including model homes, but exclusive of ADUs) or within two years of issuance

of the first building permit for the Project (including model homes), whichever comes first. ***Project Specific Condition***

120. BUSCH ROAD IMPROVEMENTS: Per Section 3.2.e, of the Pre-Annexation and Development Agreement, the development shall participate in the necessary improvements to Busch Road. Per applicable provisions of Pleasanton Municipal Code Title 19 ('Subdivisions'), Applicant is required to make certain improvements along and to Busch Road to allow for safe pedestrian, bicycle and vehicular ingress and egress to and from the Project Site, as reflected in the Project Approvals and DA Exhibit C. In addition, Applicant will undertake, through construction or payment of a supplemental fair share payment, additional improvements along and to Busch Road.

    The Busch Road Improvements shall consist of:

    - Construction of Busch Road along the entirety of the Project frontage, as a two-lane roadway with landscaped median, sidewalks, and buffered bike lanes (with said improvement not being eligible for fee credit);
    - Installation of a 6 foot wide sidewalk, curb and gutter and roadway paving on the north side of Busch Road, extending from the western edge of the project site to the western boundary of the City Operations Services Facility parcel;
    - Installation of a single-lane roundabout at the intersection of Busch Road and Street B (with said improvement not being eligible for fee credit); and
    - Installation of a right turn lane on Busch Road, to the east of the roundabout, to allow for vehicles accessing the PGS weigh station to queue outside of the through travel lane (with said improvement not being eligible for fee credit). ***Project Specific Condition***

**FIRE DEPARTMENT – 925-454-2361**

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approval DO NOT include: 1.) Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and 2.) Backflow prevention or connections to the public water mains.

121. FIRE HAZARDS: The Applicant shall keep the site free of fire hazards from the start of lumber construction until the final inspection.

122. FIRE FLOW: Fire flow shall be in accordance with fire code appendix B table B105.1(1). Note that fire flow for sprinklered one and two family dwellings up to 3600 square feet (including attached garages) is 500 gallons-per-minute.

123. FIRE CODE: All construction shall conform to the requirements of the 2025 Pleasanton Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.

124. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.

125. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2025 Pleasanton Building, Fire and Residential Codes with local amendments and ordinances.

126. FIRE PROTECTION FACILITIES: Prior to any construction framing, the Applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.

127. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925-454-2361.

128. FIRE HYDRANTS: Fire hydrants shall be installed at spacing not greater than 300 feet in industrial and commercial developments. Fire hydrants shall be installed at spacing not greater than 400 feet in residential developments.

129. FIRE LANE MARKING: On-site access ways, turn arounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approve by the Fire Department. Signs shall be according to State standards and read “No Parking – Fire Lane” and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

a. The following schedule for NO PARKING signs shall apply:

| *Width* | *Requirements* |
|---|---|
| 36 feet or greater | No requirements |
| Between 28 and 36 feet | Post one side |
| Between 20 and 28 feet | Post both sides |
| Less than 20 feet | Not permitted |
| Cul-de-Sac | Not permitted |

130. EMERGENCY VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.

131. PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.

132. RESIDENTIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab:

a. Emergency vehicle access shall be provided to the site (tract), including areas where construction is occurring.
b. Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
c. On-site fire hydrants shall be in service. Fire hydrants shall be flushed and all valves open.

133. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

END

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## PLANNING SHEETS


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P2 PRELIMINARY DEVELOPMENT PLAN


## ARCHITECTURE


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A0.0.1 STREET SCENES
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50X80 PRODUCT
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A6.0 PLAN 6 FRONT ELEVATIONS
A6.1 PLAN 6 FLOOR PLAN A
A6.1.1 PLAN 6 FLOOR PLAN B & C
A6.2 PLAN 6 EXTERIOR ELEVATIONS – A
A6.3 PLAN 6 EXTERIOR ELEVATIONS – B
A6.4 PLAN 6 EXTERIOR ELEVATIONS – C

59.5X95 PRODUCT
A7.0 PLAN 7 FRONT ELEVATIONS
A7.1 PLAN 7 FLOOR PLAN A
A7.1.1 PLAN 7 FLOOR PLAN B & C
A7.2 PLAN 7 EXTERIOR ELEVATIONS – A
A7.3 PLAN 7 EXTERIOR ELEVATIONS – B
A7.4 PLAN 7 EXTERIOR ELEVATIONS – C
A8.0 PLAN 8 FRONT ELEVATIONS
A8.1 PLAN 8 FLOOR PLAN A
A8.1.1 PLAN 8 FLOOR PLAN B & C
A8.2 PLAN 8 EXTERIOR ELEVATIONS – A
A8.3 PLAN 8 EXTERIOR ELEVATIONS – B
A8.4 PLAN 8 EXTERIOR ELEVATIONS – C

A10.0 COLOR MATERIAL BOARD


## LANDSCAPE


L–1 CONCEPT PLAN
L–2 PARK ENLARGEMENT PLAN
L–3 ENLARGEMENT PLAN – TYPICALS
L–4 SECTIONS – STREET A AND BUSCH ROAD
L–5 SECTIONS – STREET B, C & E
L–6 PLANT MATERIAL PALETTE
L–7 WATER USE CALCULATIONS
L–8 MATERIAL PALETTE


## CIVIL


C0.0 TITLE SHEET
C1.0 EXISTING CONDITIONS
C2.1 SITE PLAN
C2.2 SITE PLAN
C3.1 GRADING PLAN
C3.2 GRADING PLAN
C4.1 UTILITY PLAN
C4.2 UTILITY PLAN
C5.1 OFFSITE UTILITY PLAN – SANITARY SEWER & WATER
C5.2 OFFSITE GRADING AND DRAINAGE PLAN AND STORMWATER CONTROL PLAN
C5.3 OFFSITE UTILITY PLAN – MOHR AVENUE CONNECTION






**EXHIBIT B**

**ATTACHMENT 2**


### OWNER
USL PLEASANTON LAKES, L.P.
999 BAKER WAY, SUITE 200
SAN MATEO, CA 94404

### DEVELOPER
330 LAND COMPANY, LLC
156 DIABLO ROAD, SUITE 340
DANVILLE, CA 94526
(925) 368-3128
STEVE REILLY

### CIVIL ENGINEER
CARLSON, BARBEE & GIBSON
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
(925) 866-3022
CONTACT: MEGAN ALFERNESS &
LEE ROSENBLATT

### ARCHITECT
KTGY GROUP, INC
1814 FRANKLIN STREET, SUITE 400
OAKLAND, CA 94612
(510) 463-2010
CONTACT: AMANDA HOUSE

### LANDSCAPE ARCHITECT
GATES + ASSOCIATES
2671 CROW CANYON ROAD
SAN RAMON, CA 94583
(925) 736-8176
CONTACT: ERIK GELLERMAN


FEBRUARY 2026

# ARROYO LAGO

## *PLANNED UNIT DEVELOPMENT & VESTING TENTATIVE MAP*

## *TRACT 8423*

*CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA*

GATES +ASSOCIATES LANDSCAPE ARCHITECTURE

330 LAND COMPANY


ktgy
**Architecture + Planning**
The Leamington Building
1814 Franklin Street
Suite 400
Oakland, CA 94612
510.272.2910
ktgy.com

cbg
SAN RAMON ▪ (925) 866-0322
SACRAMENTO ▪ (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS


2/5/2026 2:19 PM

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# VESTING TENTATIVE MAP - TRACT 8423

# EXISTING CONDITIONS

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: JANUARY 2026

0 100 200 300

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

JOB NO.: 3435-010

SHEET NO. P-1 OF 2 SHEETS

F:\3435-010\ACAD\TM\P-1.DWG

PARCEL B
PM 11230
(NOT A PART)

STREET A (PUBLIC STREET) — 67' R/W

STREET D (PUBLIC STREET) — 43' R/W

STREET F (PUBLIC STREET) — 62' R/W

LOOP A (PUBLIC STREET) — 56' R/W

STREET E (PUBLIC STREET) — 56' R/W

STREET B (PUBLIC STREET) — 56' R/W

OPEN SPACE

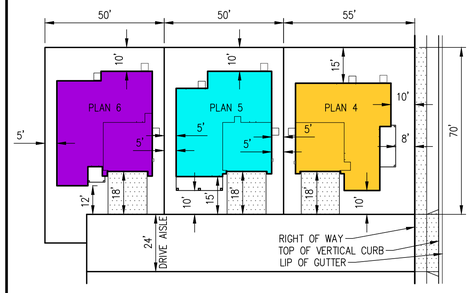
STREET C (PUBLIC STREET) — 43' R/W

ACFC & WCD

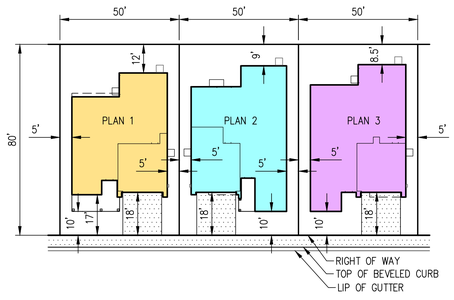
BUSCH ROAD

TRACT 8004
305 M 28

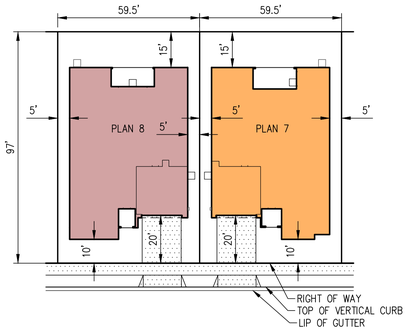
TRACT 8103
321 M 97




50' X 70' LOT TYPICAL
NOT TO SCALE




50' X 80' LOT TYPICAL
NOT TO SCALE




59.5' X 97' LOT TYPICAL
NOT TO SCALE

| 50'X70' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 4 | 2,541 | 20 | 21% | 50,820 |
| PLAN 5 | 2,620 | 39 | 41% | 102,180 |
| PLAN 6 | 2,648 | 35 | 37% | 92,680 |
| AVERAGES / TOTALS | | 94 | 100% | 245,680 |

| 50'X80' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 1 | 2,991 | 21 | 33% | 62,811 |
| PLAN 2 | 3,306 | 21 | 33% | 69,426 |
| PLAN 3 | 3,398 | 22 | 34% | 74,756 |
| AVERAGES / TOTALS | | 64 | 100% | 206,993 |

| 59.5'X97' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 7 | 2,642 | 16 | 52% | 42,272 |
| PLAN 8 | 2,660 | 15 | 48% | 39,900 |
| AVERAGES / TOTALS | | 31 | 100% | 82,172 |

# VESTING TENTATIVE MAP - TRACT 8423

# PRELIMINARY DEVELOPMENT PLAN

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 60' DATE: JANUARY 2026

0 60 120 180


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ROSEVILLE ▪ (916) 788-4456
WWW.CBANDG.COM


JOB NO.: 3435-010

SHEET NO. P-2 OF 2 SHEETS

F:\3435-010\ACAD\TM\P-2.DWG



Elevation 4B(R) - Craftsman

Elevation 5XA - Farmhouse

Elevation 4C(R) - Contemporary Farmhouse

# 50x70 Lots



Elevation 2A(R) - Farmhouse

Elevation 3B - Craftsman

Elevation 1C - Contemporary Farmhouse

# 50x80 Lots



Front Elevation 8DR-Modern Prairie

Front Elevation 7A -Farmhouse

Front Elevation 7B - Craftsman

# 59.5x97 Lots

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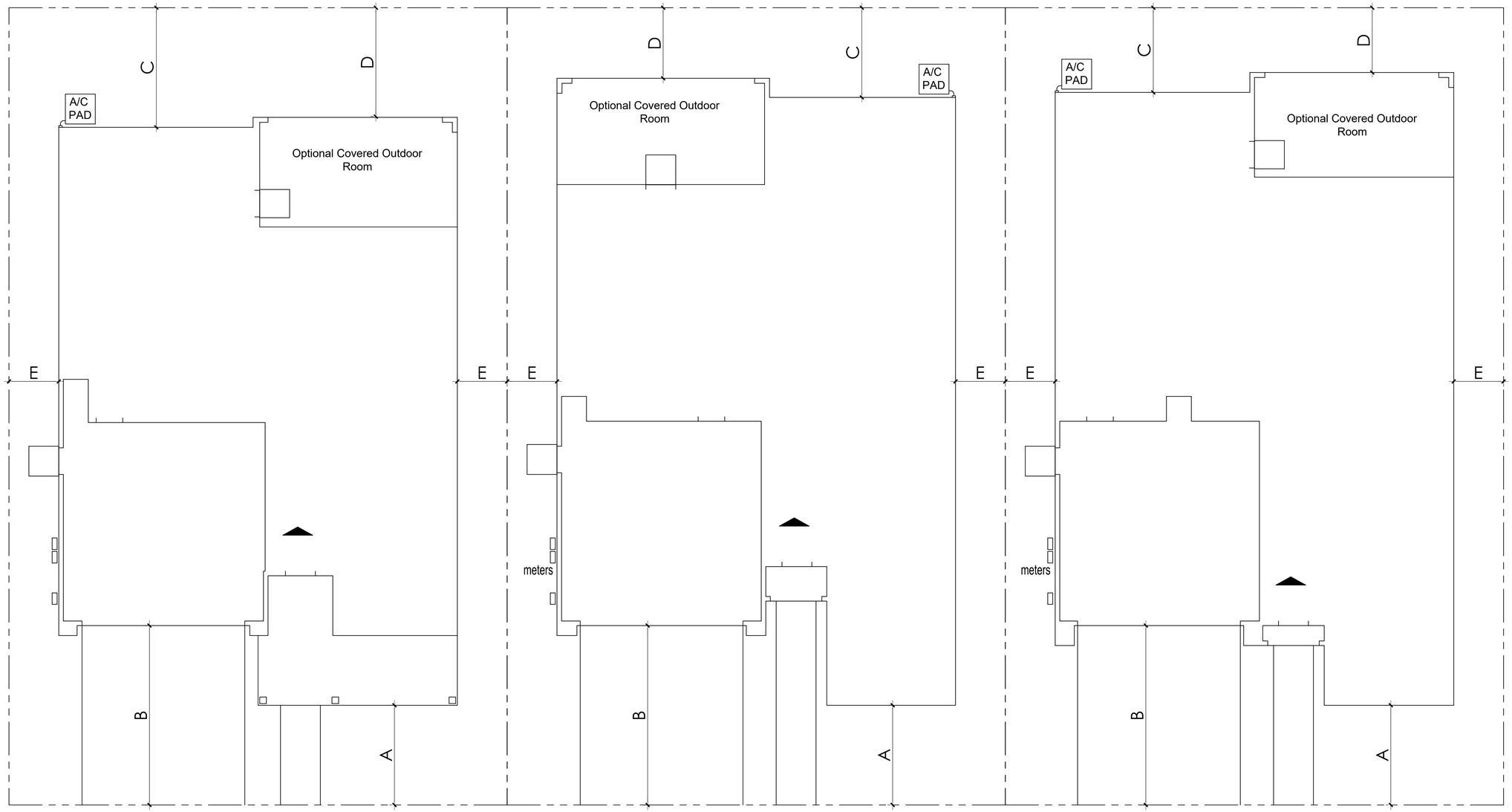
**ARROYO LAGO - 59.5X97 LOTS**

SCHEMATIC DESIGN

0 4 8 16

STREET SCENE

A0.0.1




THE PROPOSED RESIDENTIAL DEVELOPMENT WILL BE DEVELOPED AS PER THE REGULATIONS BELOW

| | PRODUCT TYPE | TRADITIONAL 50 X 80 |
|---|---|---|
| | Min. Lot Size | 4,000 S.F. |
| A | Min. Front Setback to Structure | 10' |
| B | Min. Front Setback to Garage | 18' |
| C | Min. Rear Setback to Living | 8' |
| D | Min. Rear Setback to Covered Outdoor Patio | 5' |
| E | Min. Side Setback to Structure | 5' |
| | | |
| | Max. Lot Coverage | 60% |
| | Max. Coverage S.F. | 2,400 S.F. |

DEFINITION OF STRUCTURE OR BUILDING COVERAGE

INCLUDES THE PRIMARY STRUCTURE, ALL ACCESSORY STRUCTURES (eg. carports, garages, covered patios, storage sheds, trash dumpster enclosures, etc.) AND ARCHITECTURAL FEATURES (eg. chimneys, balconies, decks above 1st floor, porches, stairs, etc.)

NOTE:

1. ANY DEVELOPMENT STANDARDS NOT CALLED OUT IN THE PRELIMINARY DEVELOPMENT PACKAGE WILL ADHERE TO THE COUNTY OF ALAMEDA ZONING ORDINANCE FOR R-1 ZONING.

2. FOOTPRINTS SHOWN IN THE DIAGRAM ARE CONCEPTUAL AND ARE NOT INDICATIVE OF THE ACTUAL PROPOSED HOME PLANS.

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330 LAND COMPANY, LLC

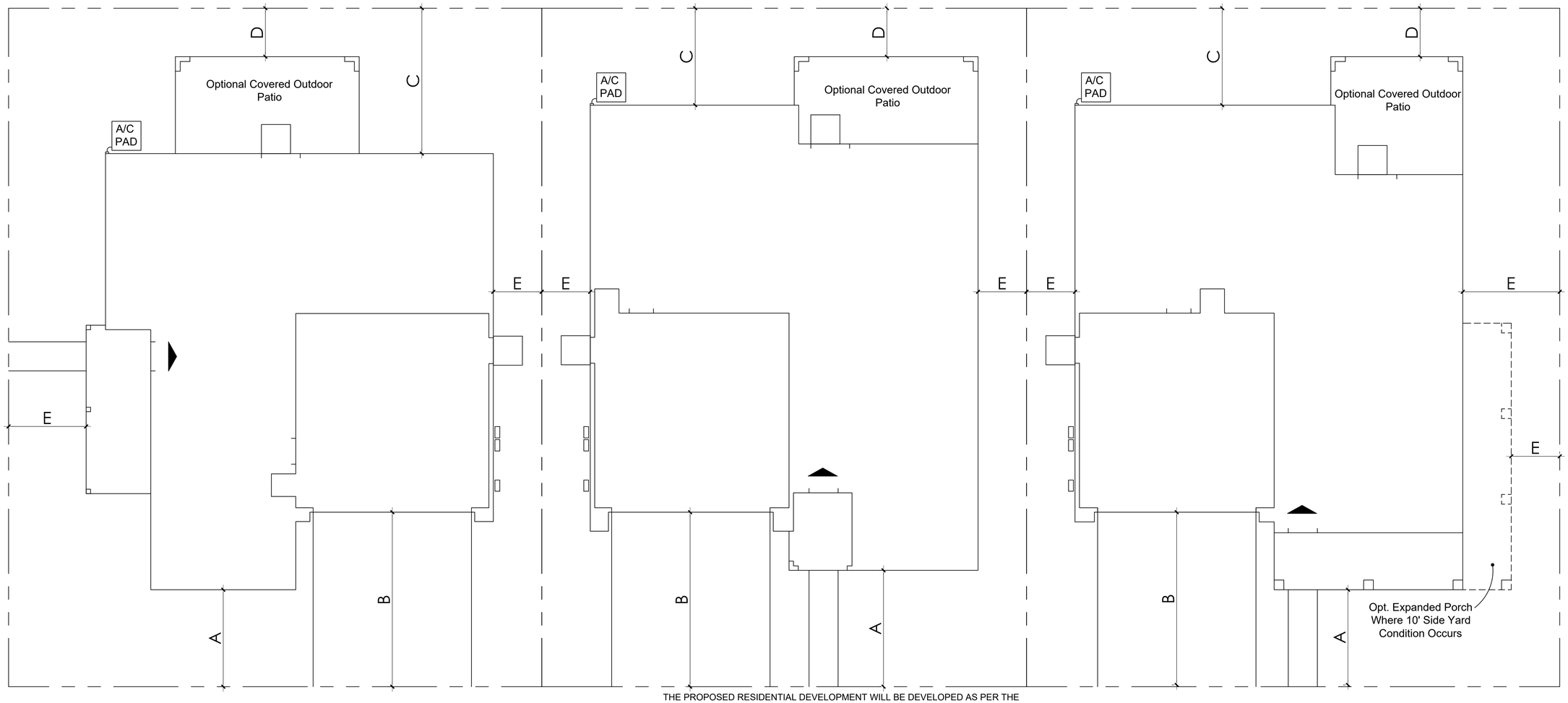
**ARROYO LAGO - 50X80 LOTS**

SCHEMATIC DESIGN

0 4 8 12

DEVELOPMENT STANDARDS

A0.1




THE PROPOSED RESIDENTIAL DEVELOPMENT WILL BE DEVELOPED AS PER THE REGULATIONS BELOW

| | PRODUCT TYPE | COTTAGE 50 X 70 |
|---|---|---|
| | Min. Lot Size | 3,500 S.F. |
| A | Min. Front Setback to Structure | 10' |
| B | Min. Front Setback to Garage | 18' |
| C | Min. Rear Setback to Living | 10' |
| D | Min. Rear Setback to Opt. Covered Outdoor Patio | 5' |
| E | Min. Side Setback to Structure | 5' |
| | | |
| | Max. Lot Coverage | 60% |
| | Max. Coverage S.F. | 2,100 S.F. |

DEFINITION OF STRUCTURE OR BUILDING COVERAGE

INCLUDES THE PRIMARY STRUCTURE, ALL ACCESSORY STRUCTURES (eg. carports, garages, covered patios, storage sheds, trash dumpster enclosures, etc.) AND ARCHITECTURAL FEATURES (eg. chimneys, balconies, decks above 1st floor, porches, stairs, etc.)

NOTE:

1. ANY DEVELOPMENT STANDARDS NOT CALLED OUT IN THE PRELIMINARY DEVELOPMENT PACKAGE WILL ADHERE TO THE COUNTY OF ALAMEDA ZONING ORDINANCE FOR R-1 ZONING

2. FOOTPRINTS SHOWN IN THE DIAGRAM ARE CONCEPTUAL AND ARE NOT INDICATIVE OF THE ACTUAL PROPOSED HOME PLANS.

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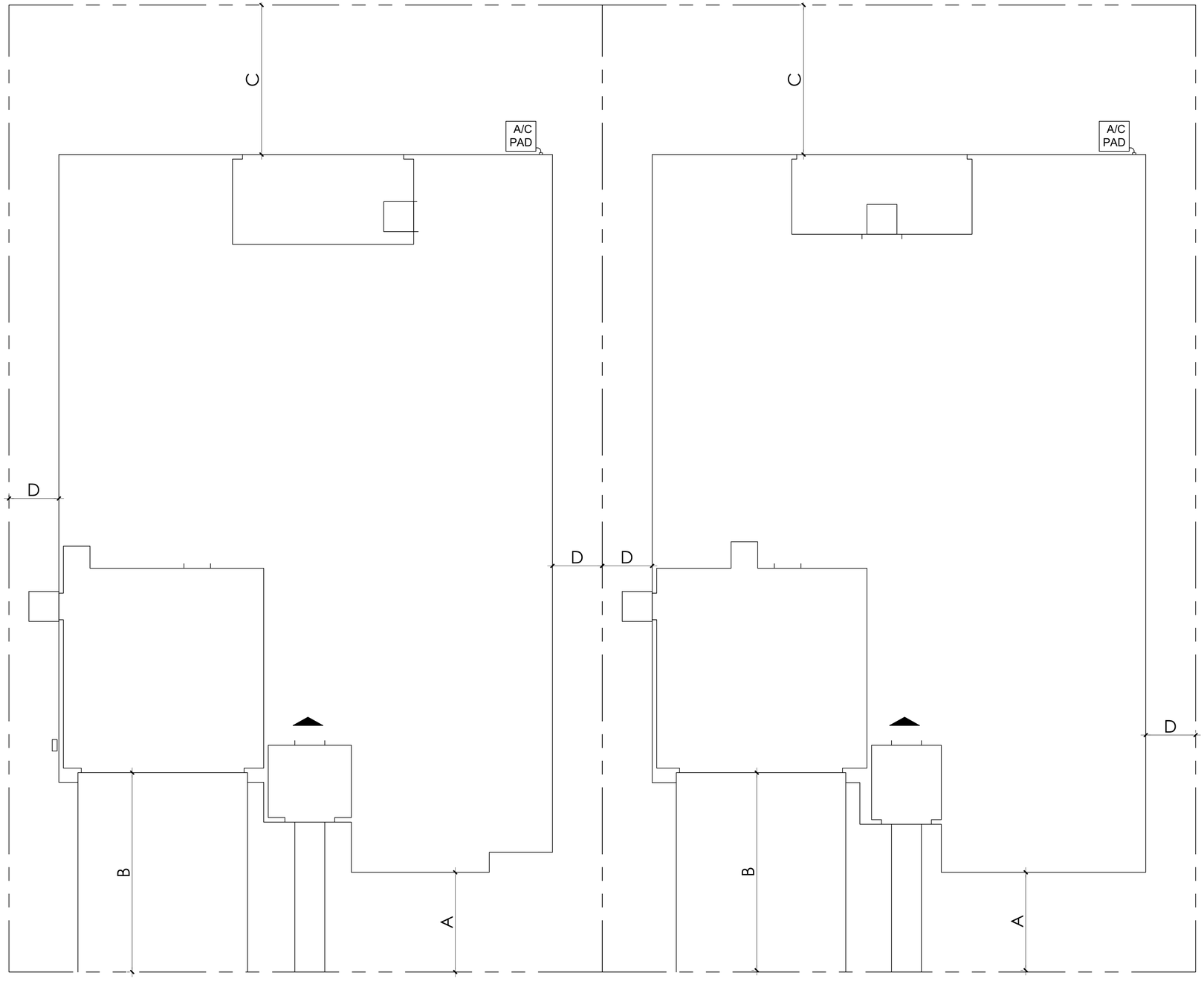
**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 4 8 12

DEVELOPMENT STANDARDS

A0.2




THE PROPOSED RESIDENTIAL DEVELOPMENT WILL BE DEVELOPED AS PER THE REGULATIONS BELOW

| | PRODUCT TYPE | FARMHOUSE 59.5 X 97 |
|---|---|---|
| | Min. Lot Size | 5,652.5 S.F. |
| A | Min. Front Setback to Structure | 10' |
| B | Min. Front Setback to Garage | 18' |
| C | Min. Rear Setback to Living | 15' |
| D | Min. Side Setback to Structure | 5' |
| | | |
| | | |
| | Max. Lot Coverage | 60% |
| | Max. Coverage S.F. | 3,391.5 S.F. |

DEFINITION OF STRUCTURE OR BUILDING COVERAGE

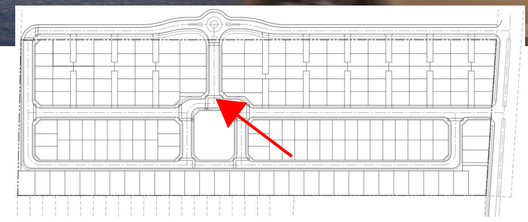
INCLUDES THE PRIMARY STRUCTURE, ALL ACCESSORY STRUCTURES (eg. carports, garages, covered patios, storage sheds, trash dumpster enclosures, etc.) AND ARCHITECTURAL FEATURES (eg. chimneys, balconies, decks above 1st floor, porches, stairs, etc.)

NOTE:

1. ANY DEVELOPMENT STANDARDS NOT CALLED OUT IN THE PRELIMINARY DEVELOPMENT PACKAGE WILL ADHERE TO THE COUNTY OF ALAMEDA ZONING ORDINANCE FOR R-1 ZONING

2. FOOTPRINTS SHOWN IN THE DIAGRAM ARE CONCEPTUAL AND ARE NOT INDICATIVE OF THE ACTUAL PROPOSED HOME PLANS.





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**ARROYO LAGO**

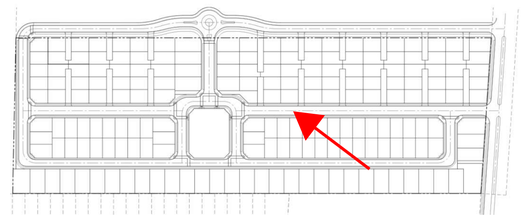
SCHEMATIC DESIGN

0 4 8 16

PERSPECTIVE RENDERING
50X80 LOTS

A0.4



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**ARROYO LAGO**

SCHEMATIC DESIGN

0 4 8 16

PERSPECTIVE RENDERING
50X70 LOTS

A0.5



*NOTES:*
*Landscape show for illustrative purposes only.  See landscape drawings for specific selections.*
*Color and materials shown for illustrative purposes only, see color and material boards for specific selections.*



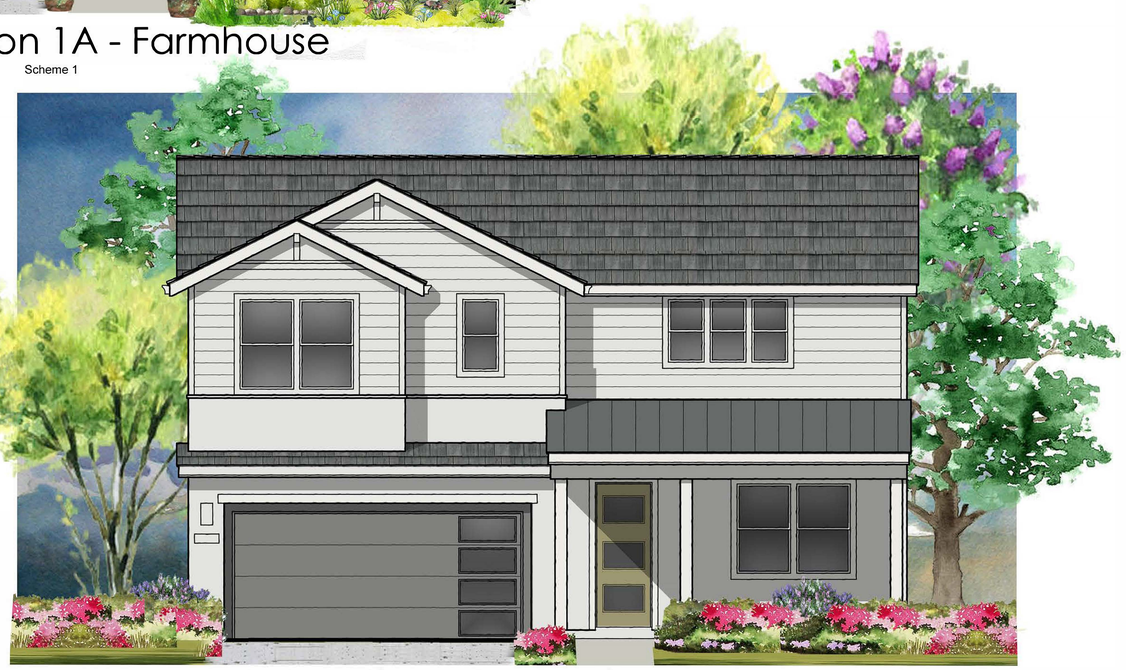
Front Elevation 1A - Farmhouse

Scheme 1



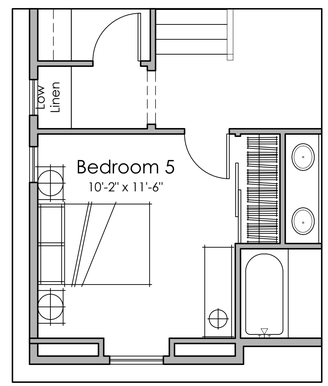
Front Elevation 1B - Craftsman

Scheme 7

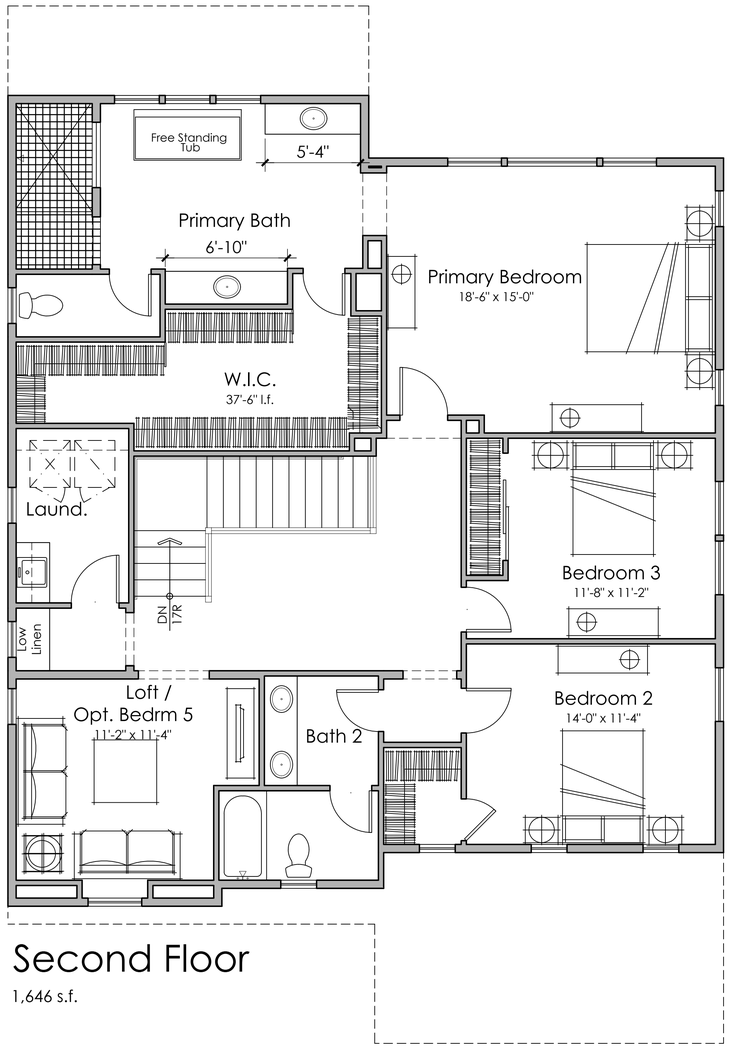


Front Elevation 1C - Contemporary Ranch

Scheme 13

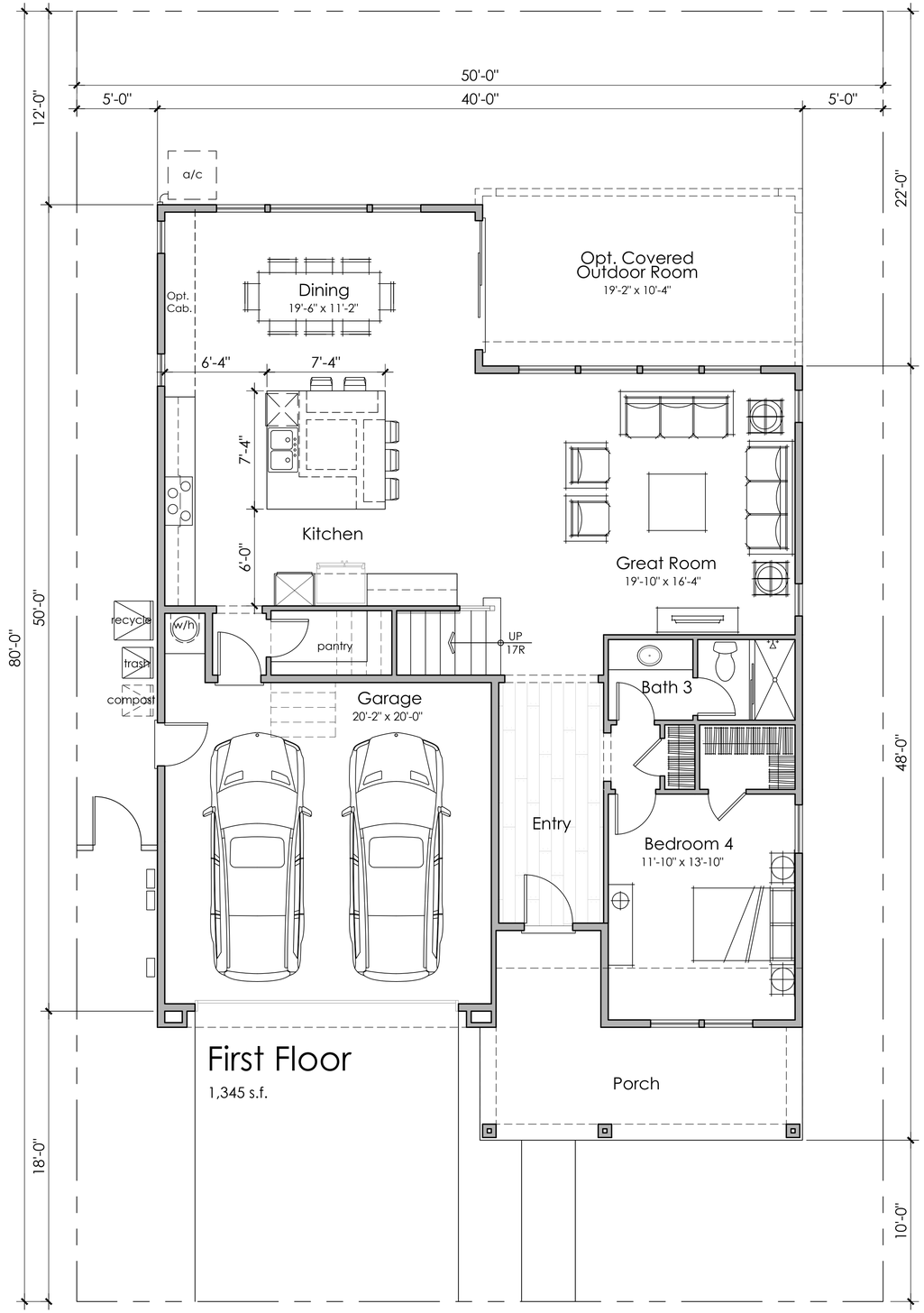



Opt. Bedroom 5



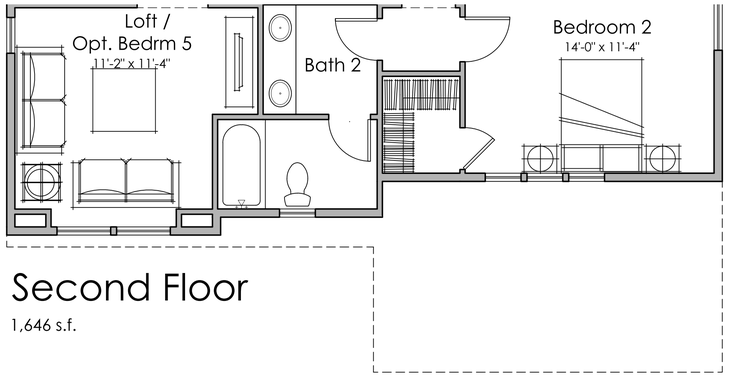

## Second Floor

1,646 s.f.



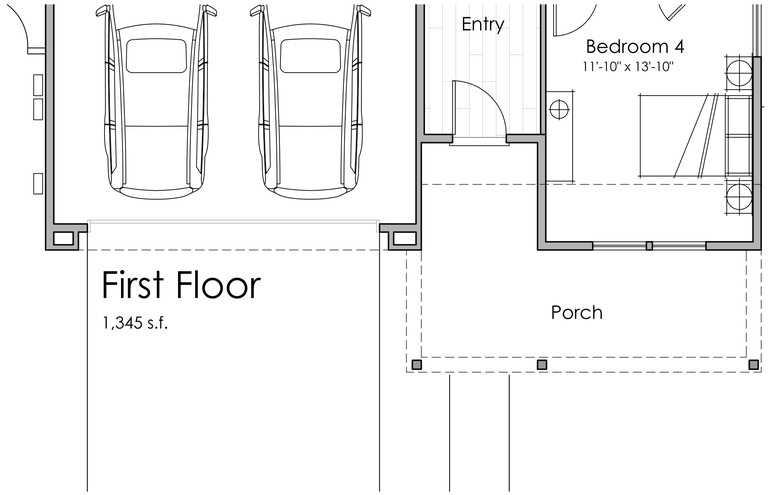

## First Floor

1,345 s.f.




Second Floor

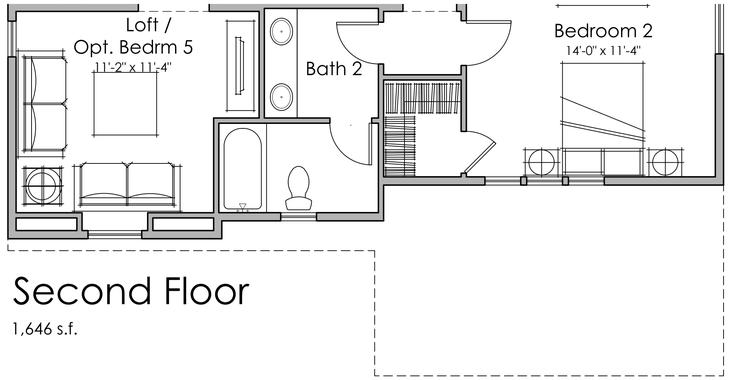
1,646 s.f.




First Floor

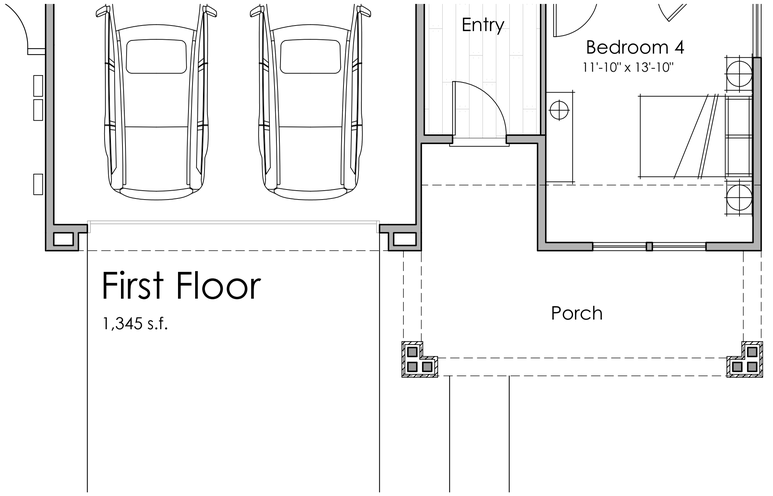
1,345 s.f.

PLAN 1C




Second Floor

1,646 s.f.




First Floor

1,345 s.f.

PLAN 1B

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**ARROYO LAGO - 50X80 LOTS**

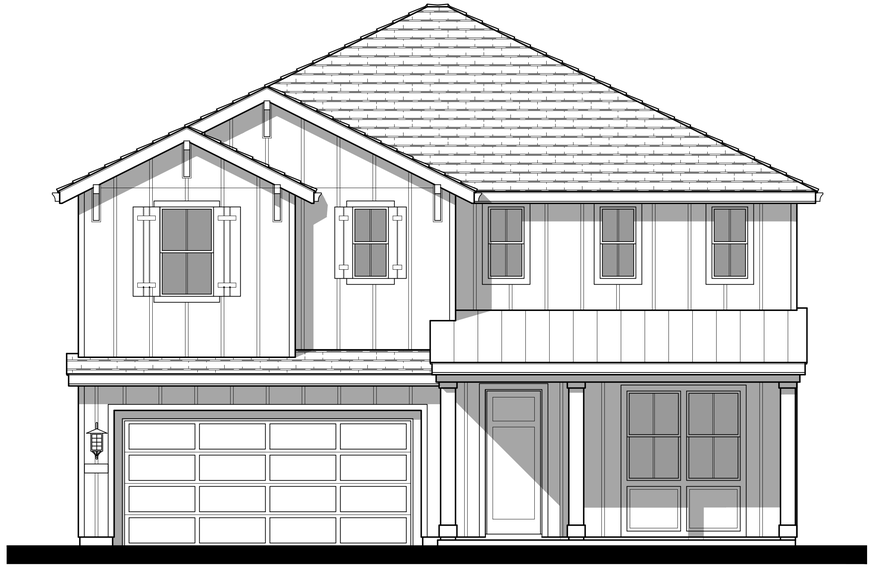
SCHEMATIC DESIGN

0 2 4 8

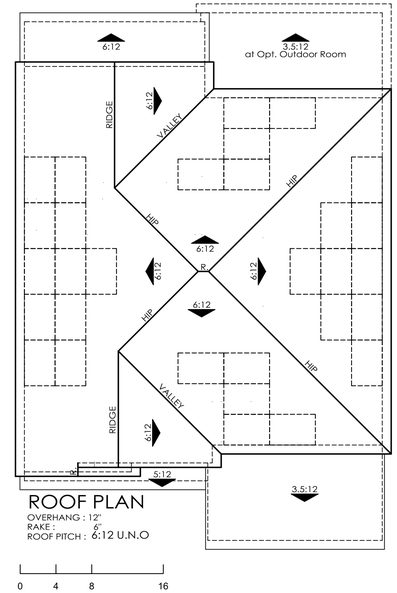
FLOOR PLAN 1 ADDENA

A1.1.1

1A - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Board & Batt Siding
Deocrative Post and Trim
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing

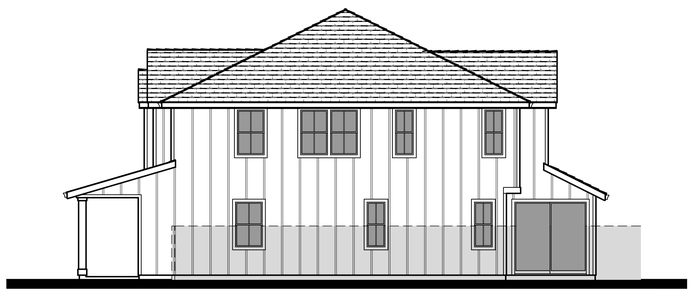


Front Elevation 1A - Farmhouse




ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



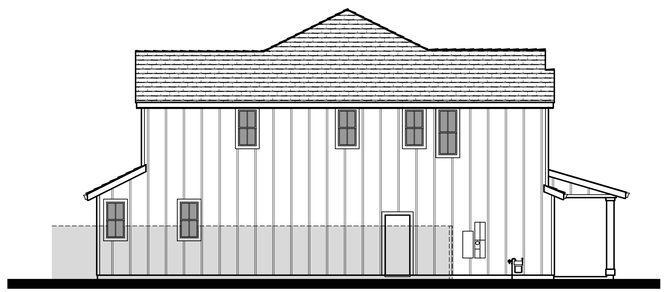
Right Elevation

0 4 8 16



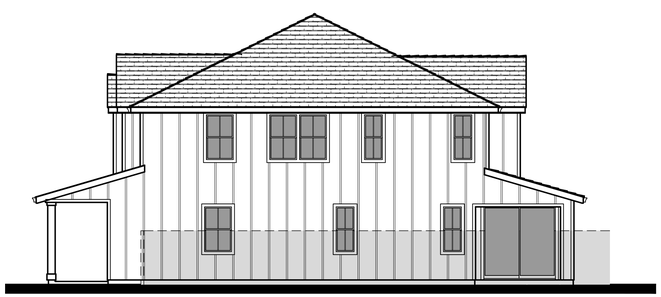

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



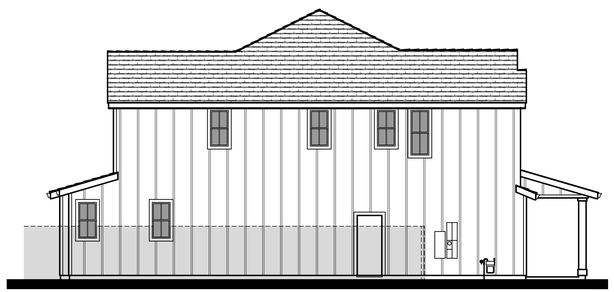
Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



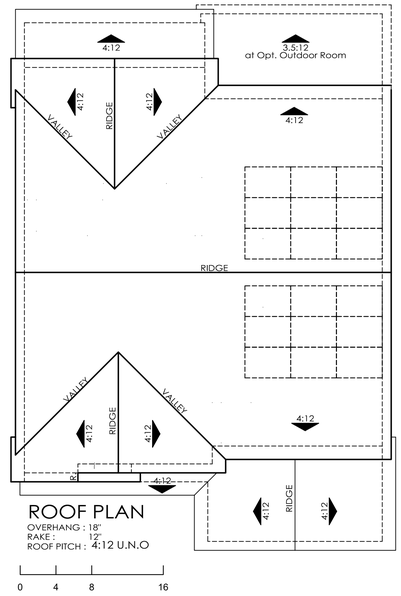
Left Elevation
Opt. Outdoor Room

0 4 8 16

1B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Stone Veneer
Deocrative Post and Corbel
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 1B - Craftsman






Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X80 LOTS**

SCHEMATIC DESIGN

0 2 4 8

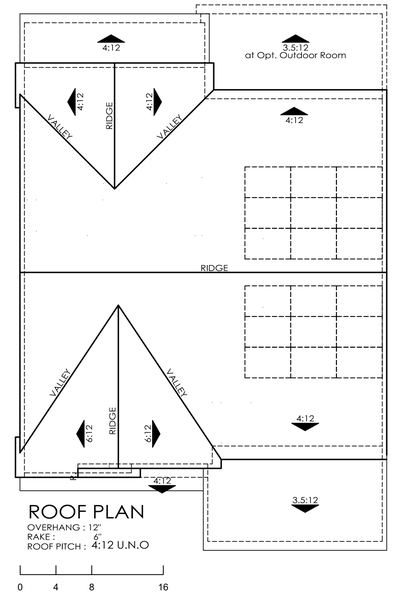
PLAN 1B - EXTERIOR ELEVATIONS

A1.3

1C - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cememtitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing



Front Elevation 1C - Contemporary Ranch




ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



Right Elevation

0 4 8 16



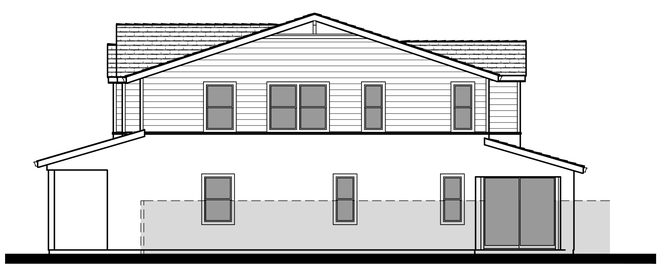

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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330 LAND COMPANY, LLC

**ARROYO LAGO - 50X80 LOTS**

SCHEMATIC DESIGN

0 2 4 8

PLAN 1C - EXTERIOR ELEVATIONS

A1.4



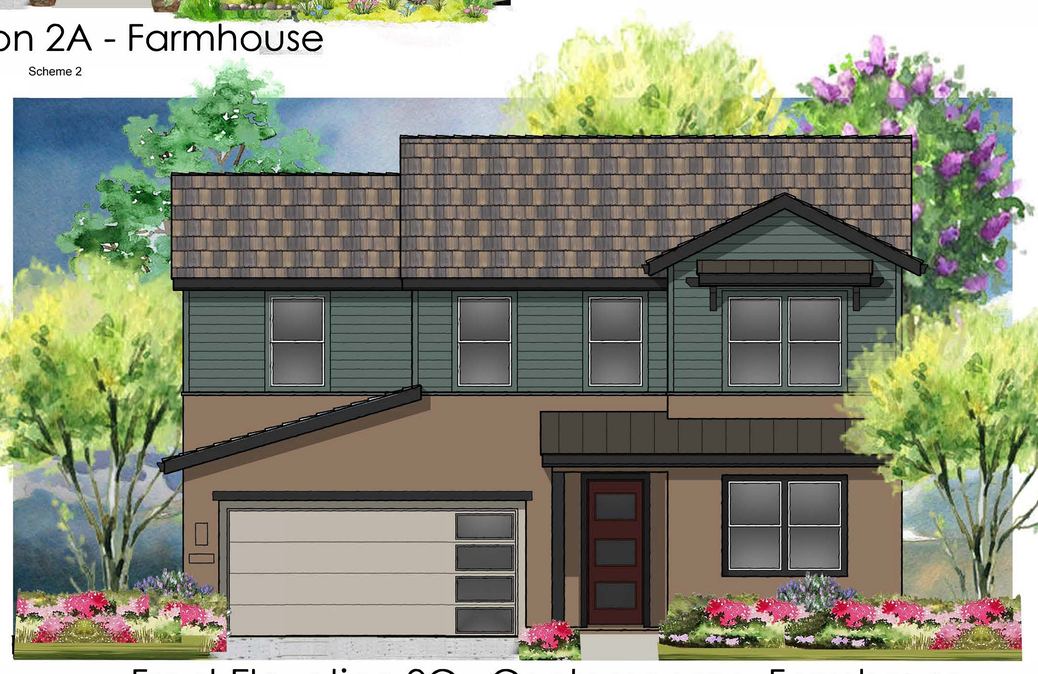
Front Elevation 2A - Farmhouse

Scheme 2



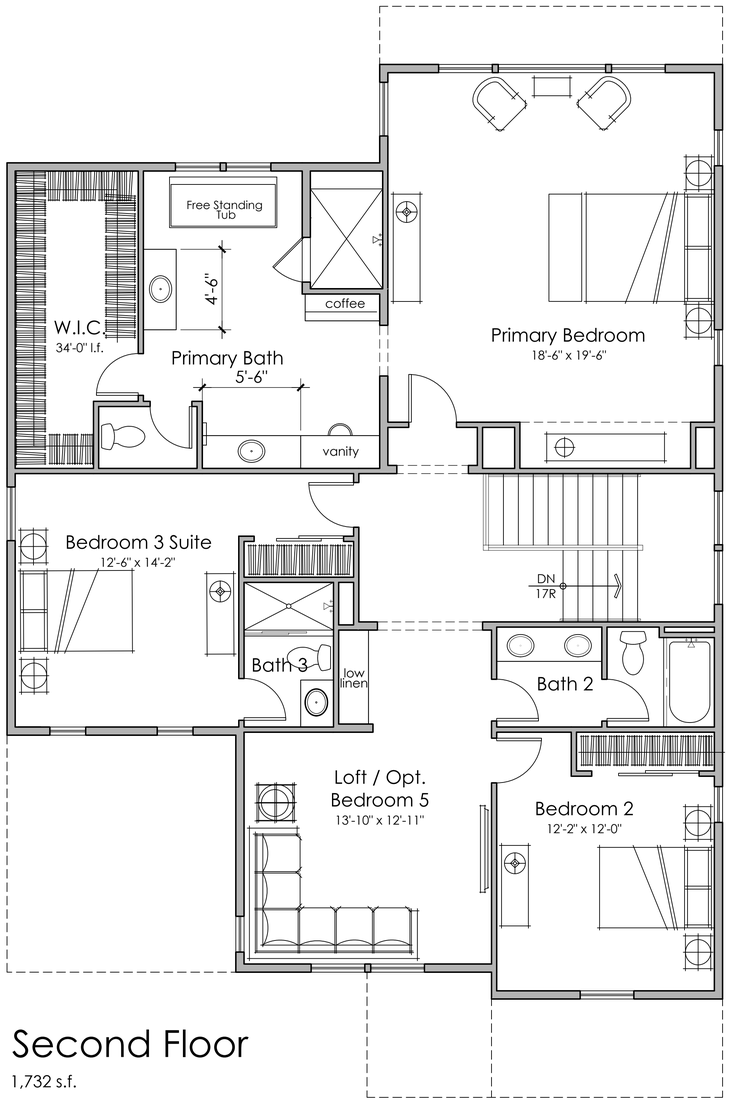
Front Elevation 2B - Craftsman

Scheme 8



Front Elevation 2C - Contemporary Farmhouse

Scheme 14

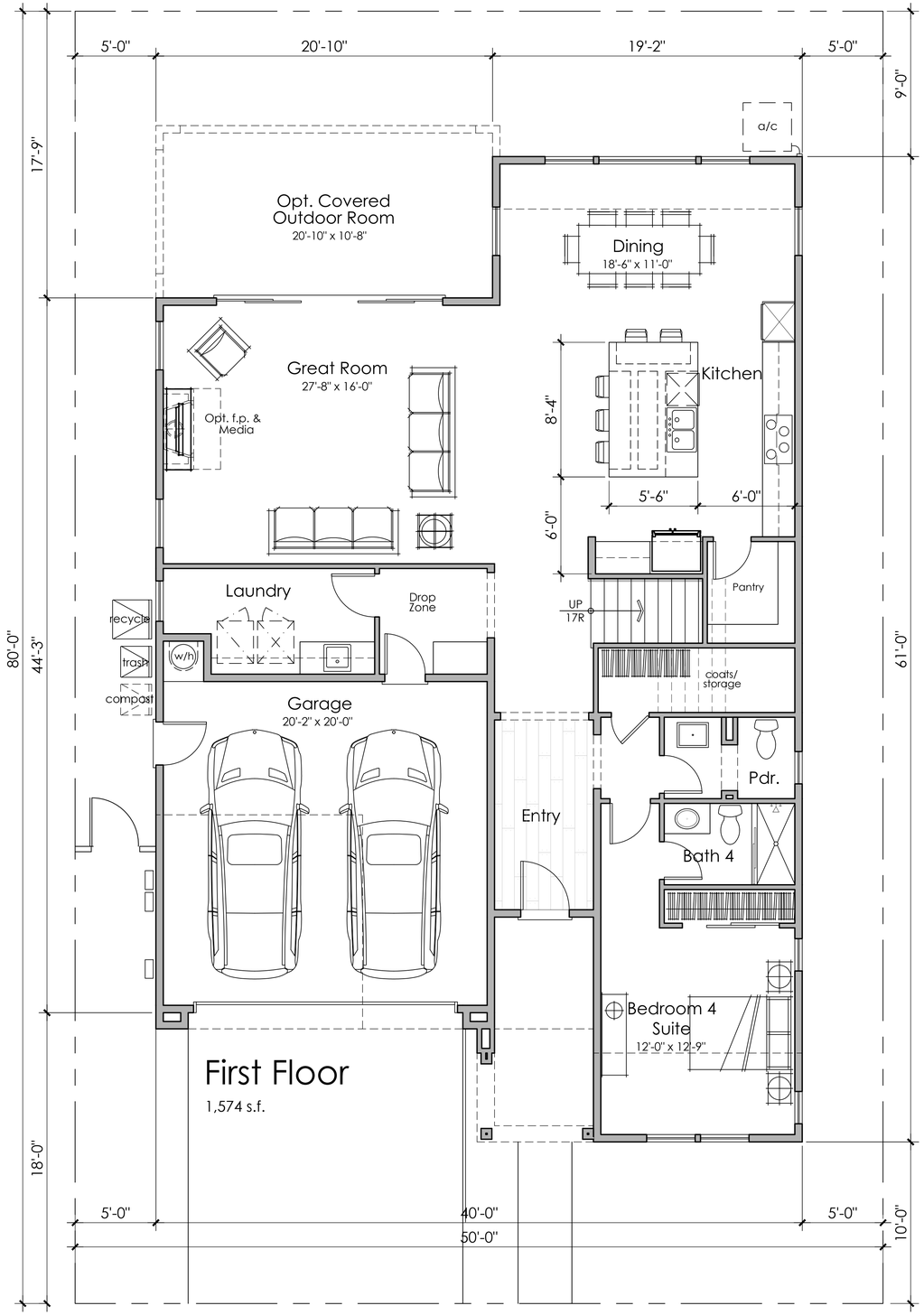



## Second Floor

1,732 s.f.

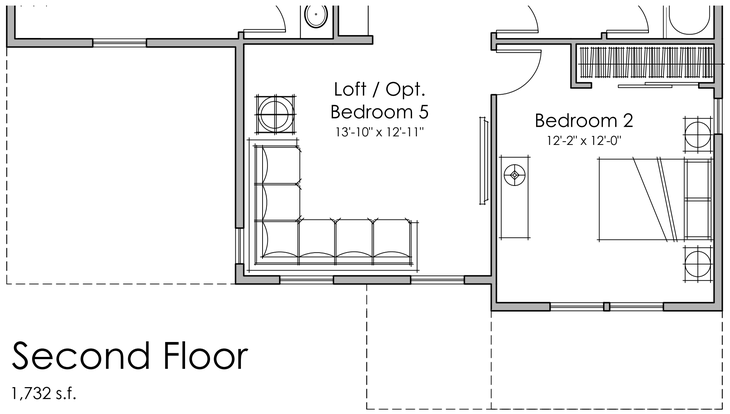



## Opt. Bedroom 5



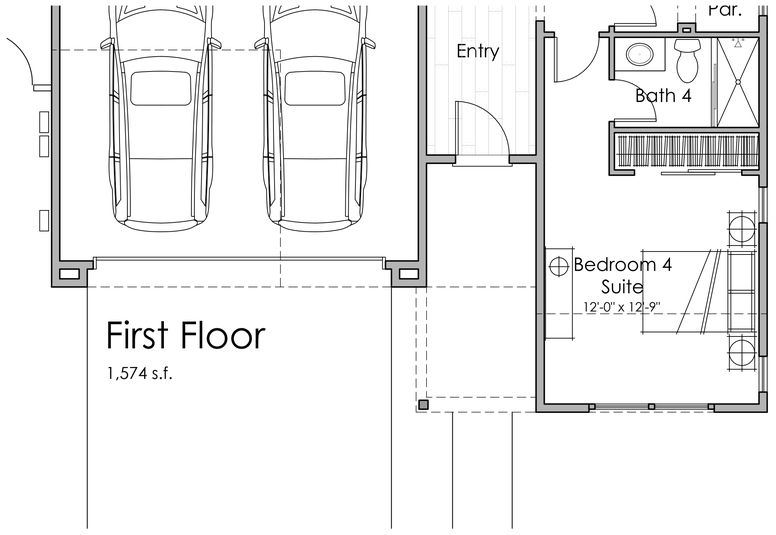

## First Floor

1,574 s.f.




Second Floor

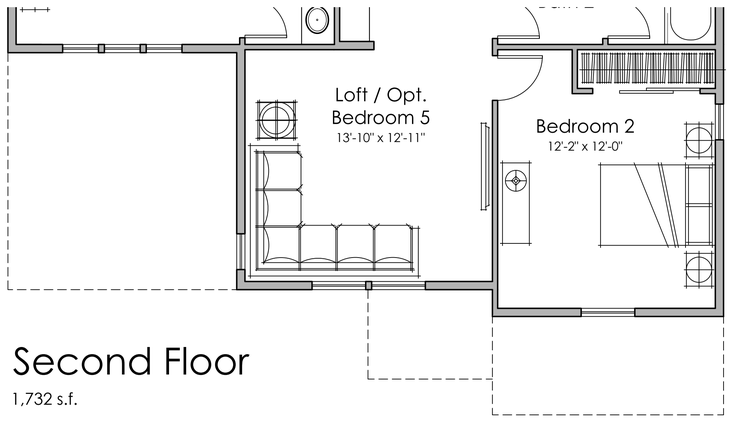
1,732 s.f.




First Floor

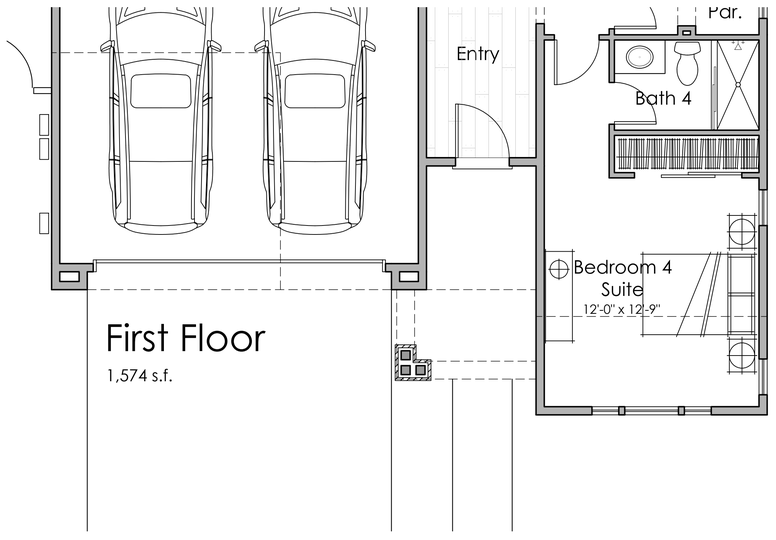
1,574 s.f.

PLAN 2C




Second Floor

1,732 s.f.




First Floor

1,574 s.f.

PLAN 2B

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**ARROYO LAGO - 50X80 LOTS**

SCHEMATIC DESIGN

0 2 4 8

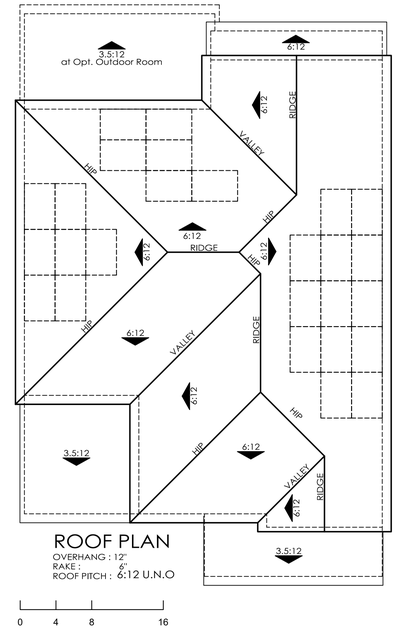
FLOOR PLAN 2 ADDENA

A2.1.1

2A - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Board & Batt Siding
Decorative Shutters
Deocrative Post and Trim
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing

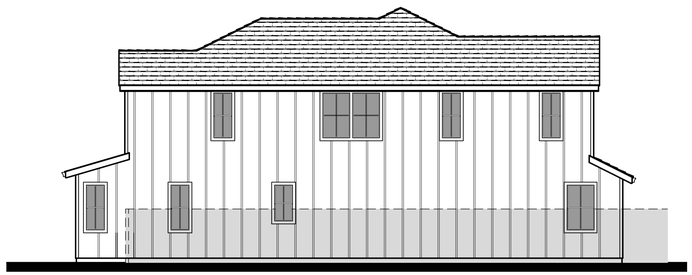


Front Elevation 2A - Farmhouse



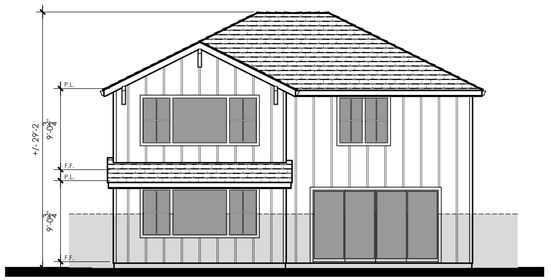

ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



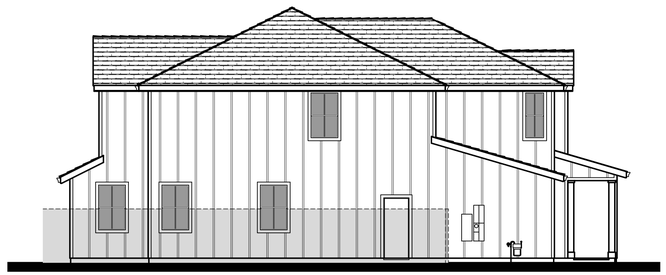
Right Elevation

0 4 8 16



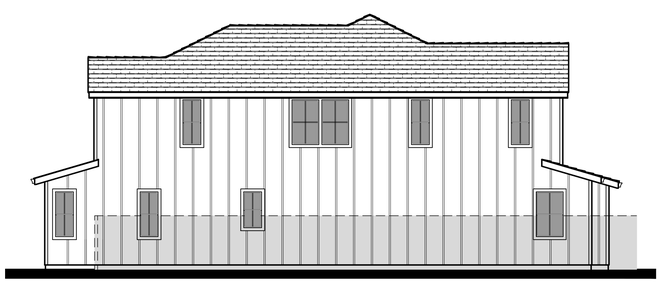

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



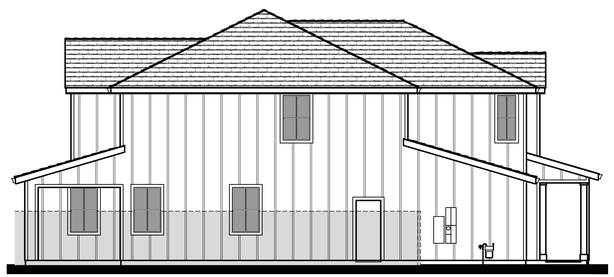
Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



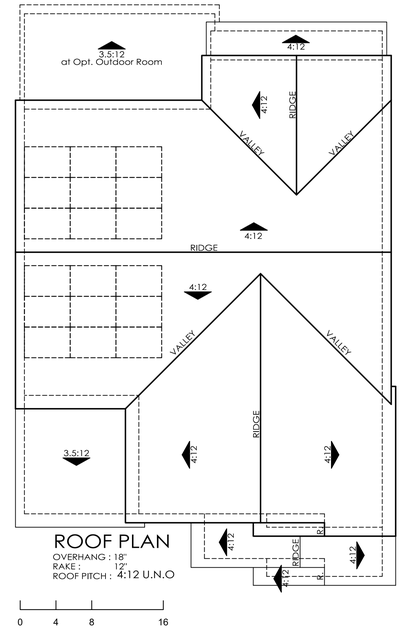
Left Elevation
Opt. Outdoor Room

0 4 8 16

2B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Stone Veneer
Deocrative Post and Corbel
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 2B - Craftsman




ROOF PLAN
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 4:12 U.N.O



Right Elevation

0 4 8 16



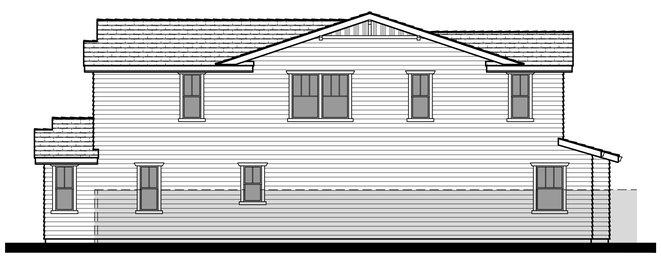

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X80 LOTS**

SCHEMATIC DESIGN

0 2 4 8

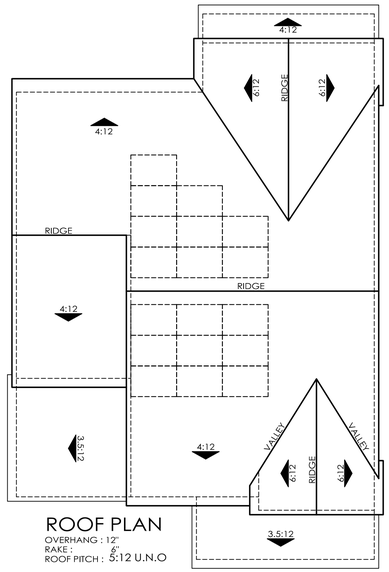
PLAN 2B - EXTERIOR ELEVATIONS

A2.3

2C - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cememtitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing



Front Elevation 2C - Contemporary Farmhouse




ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 5:12 U.N.O

0 4 8 16



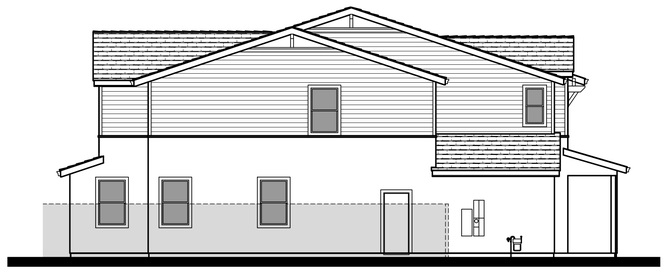
Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



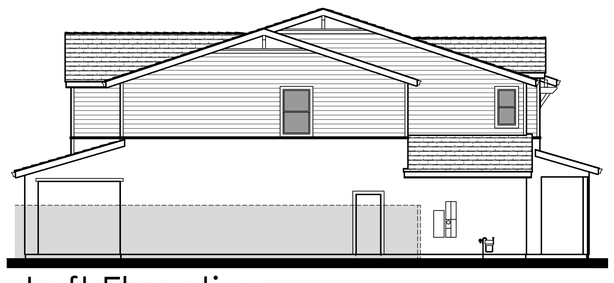
Right Elevation
Opt. Outdoor Room

0 4 8 16



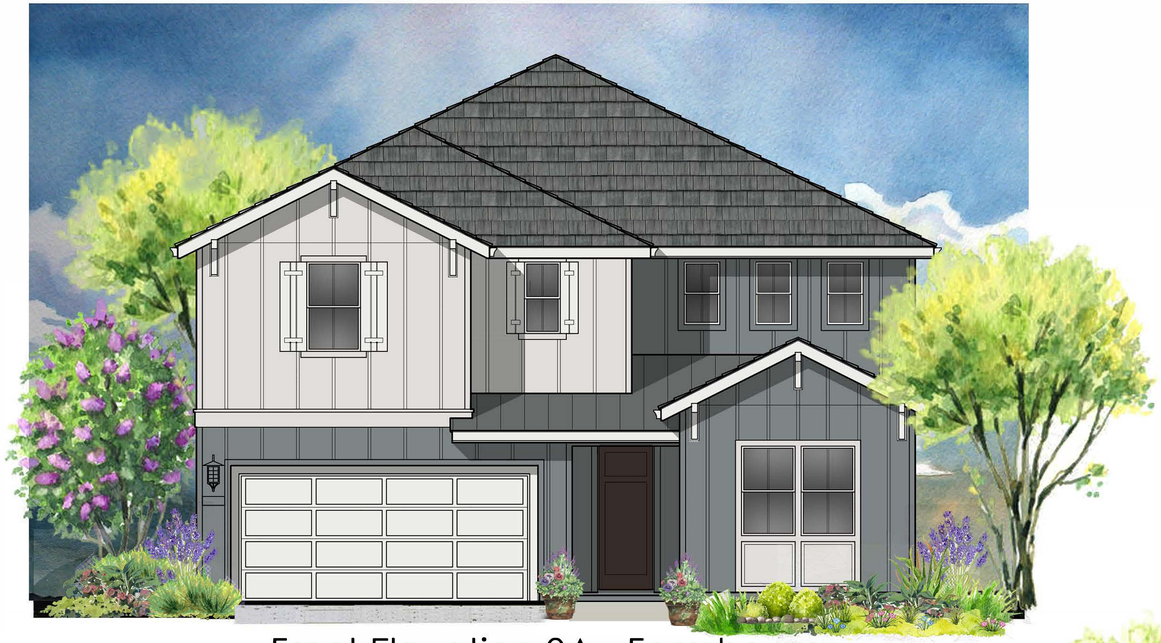

Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16



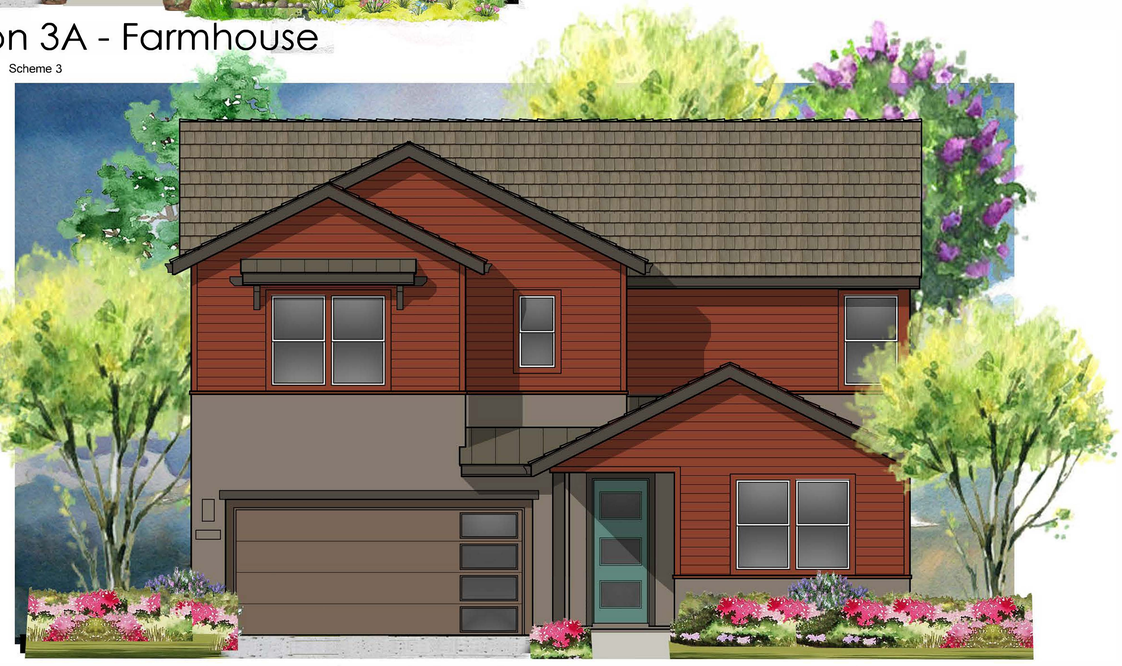
Front Elevation 3A - Farmhouse

Scheme 3



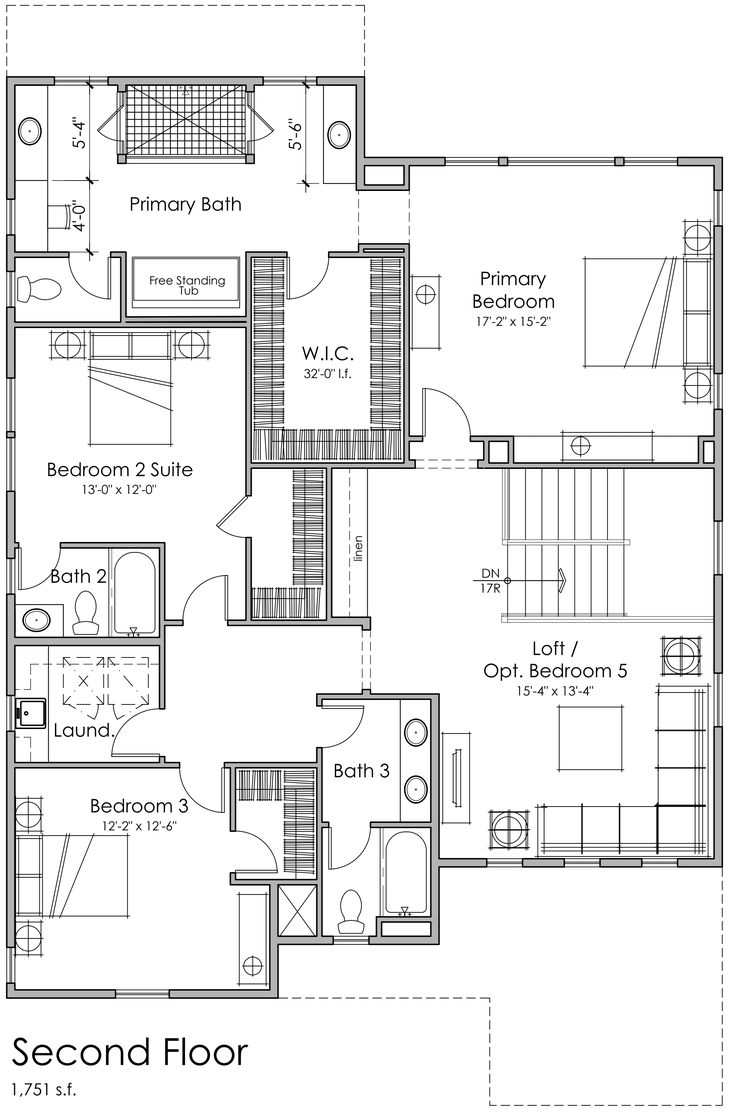
Front Elevation 3B - Craftsman

Scheme 9



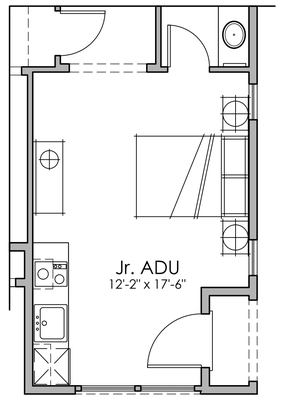
Front Elevation 3C - Contemporary Farmhouse

Scheme 15

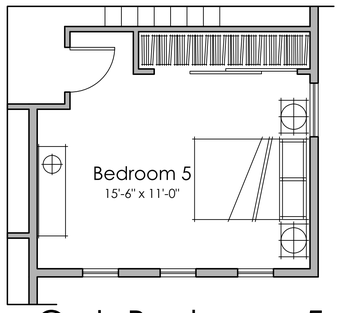



## Second Floor

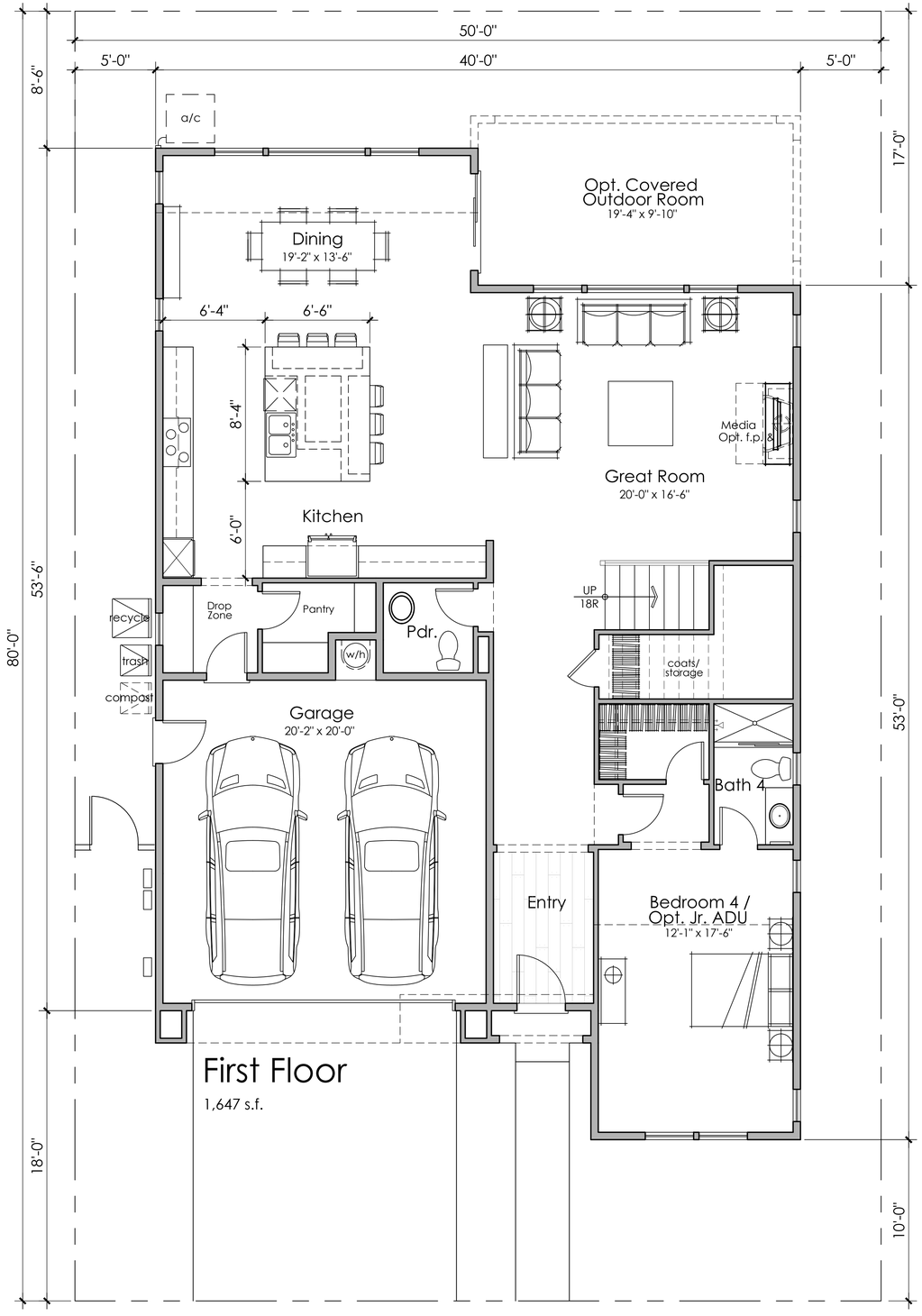
1,751 s.f.




## Opt. Jr. ADU

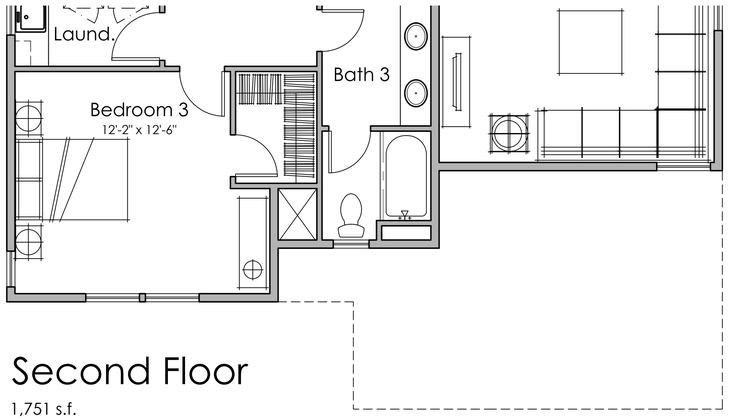



## Opt. Bedroom 5



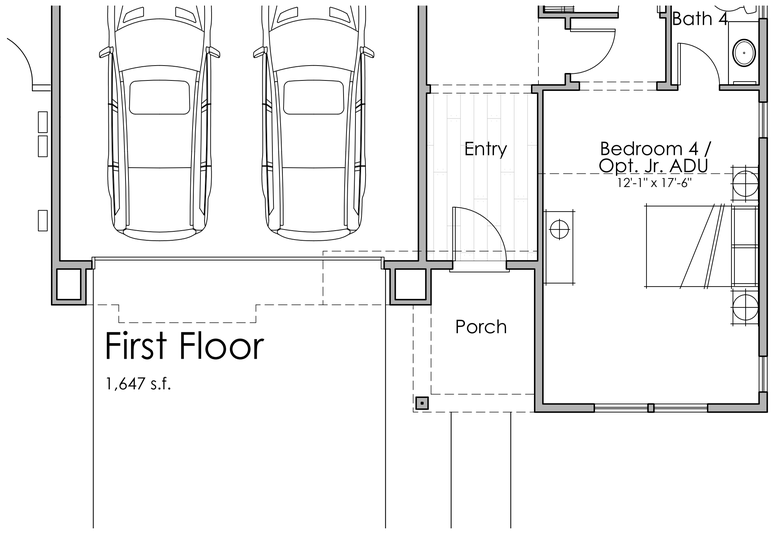

## First Floor

1,647 s.f.




Second Floor

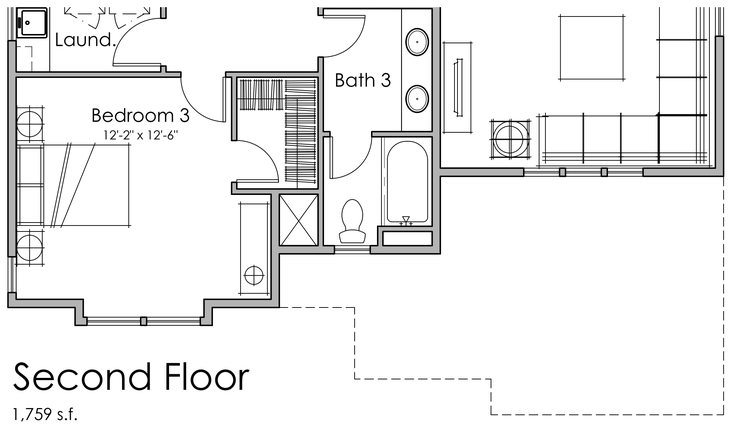
1,751 s.f.




First Floor

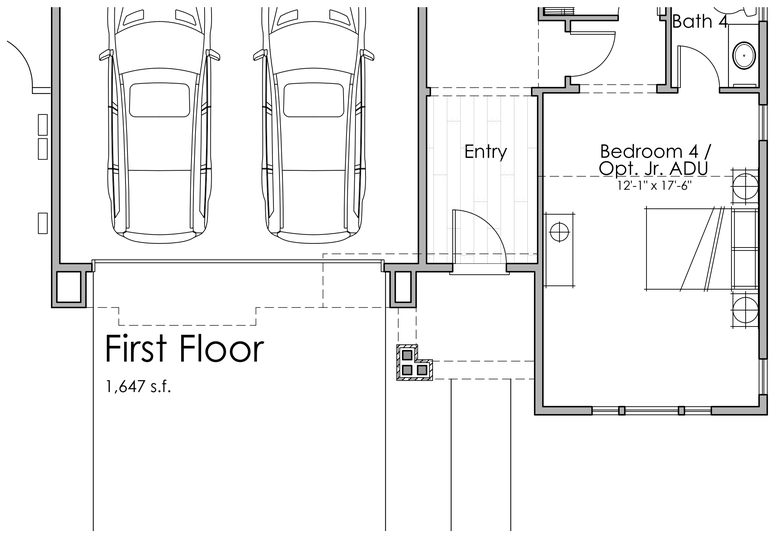
1,647 s.f.

PLAN 3C




Second Floor

1,759 s.f.

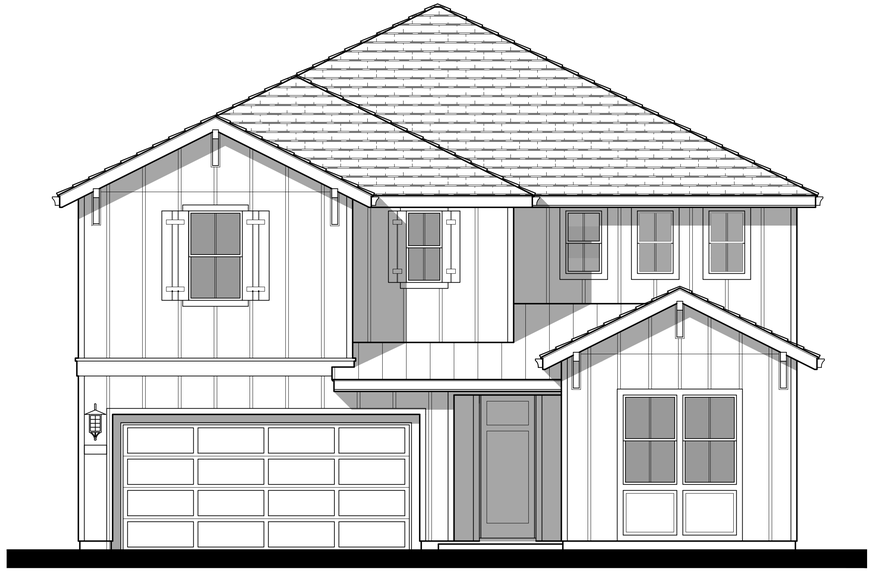



First Floor

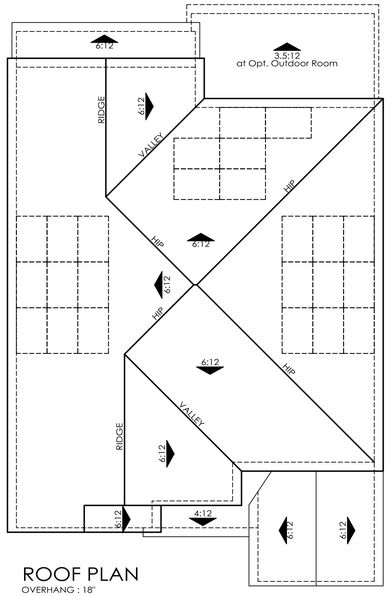
1,647 s.f.

PLAN 3B

3A - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Board & Batt Siding
Decorative Shutters
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing

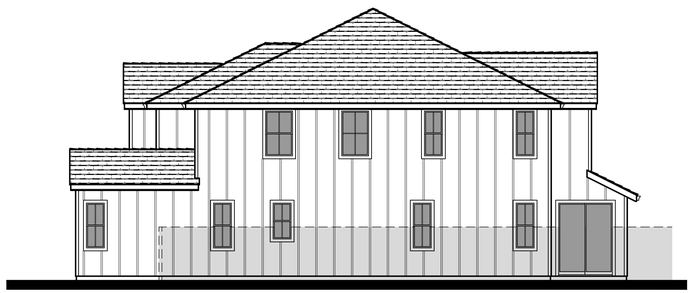


Front Elevation 3A - Farmhouse



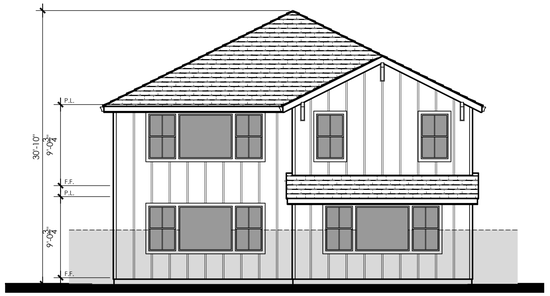

ROOF PLAN
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



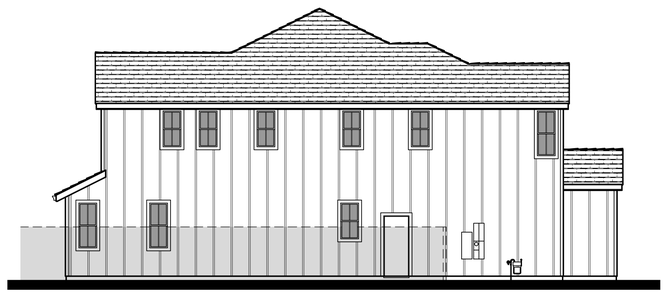
Right Elevation

0 4 8 16



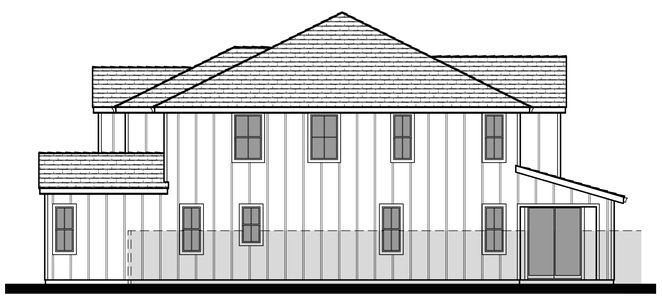

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



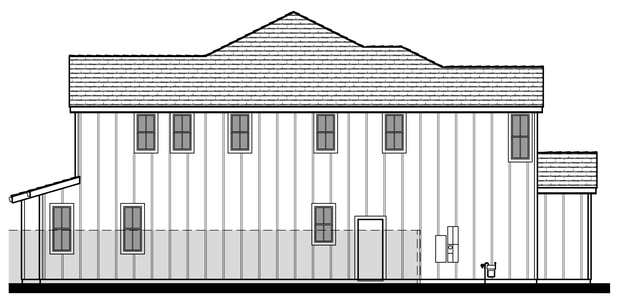
Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



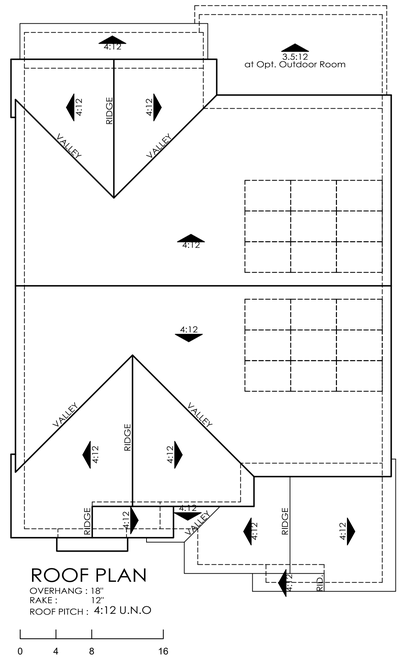
Left Elevation
Opt. Outdoor Room

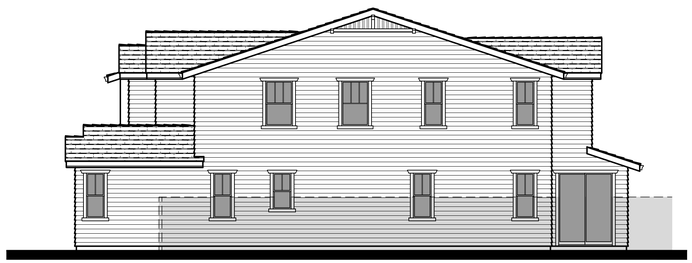
0 4 8 16

3B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Stone Veneer
Deocrative Post and Corbel
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 3B - Craftsman



Right Elevation

0 4 8 16



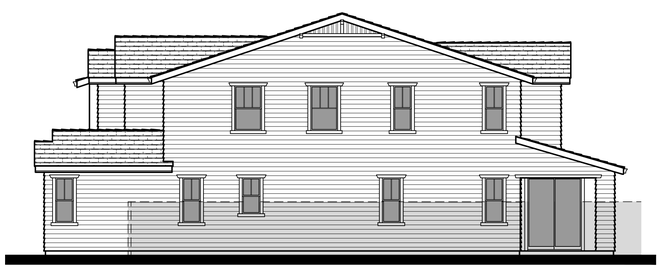

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



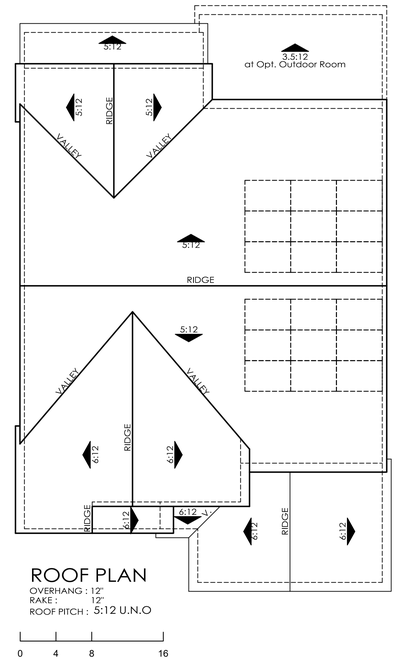
Left Elevation
Opt. Outdoor Room

0 4 8 16

3C - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cememtitious Lap Siding
Enhanced Head and Sill Trim
Metal Roofing

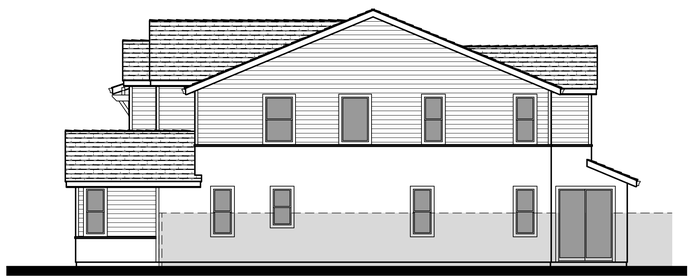


Front Elevation 3C - Contemporary Farmhouse




ROOF PLAN
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 5:12 U.N.O

0 4 8 16



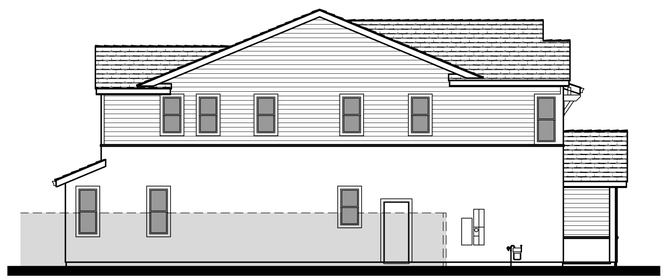
Right Elevation

0 4 8 16



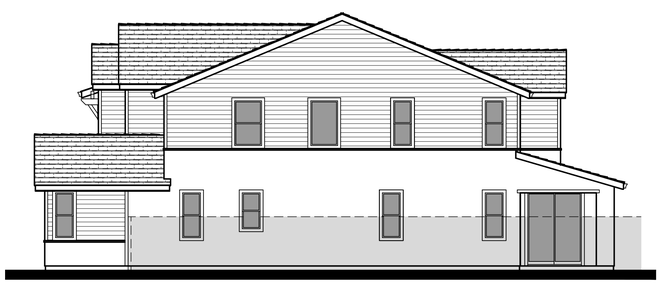

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



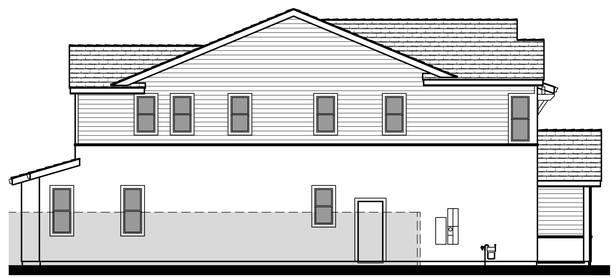
Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16



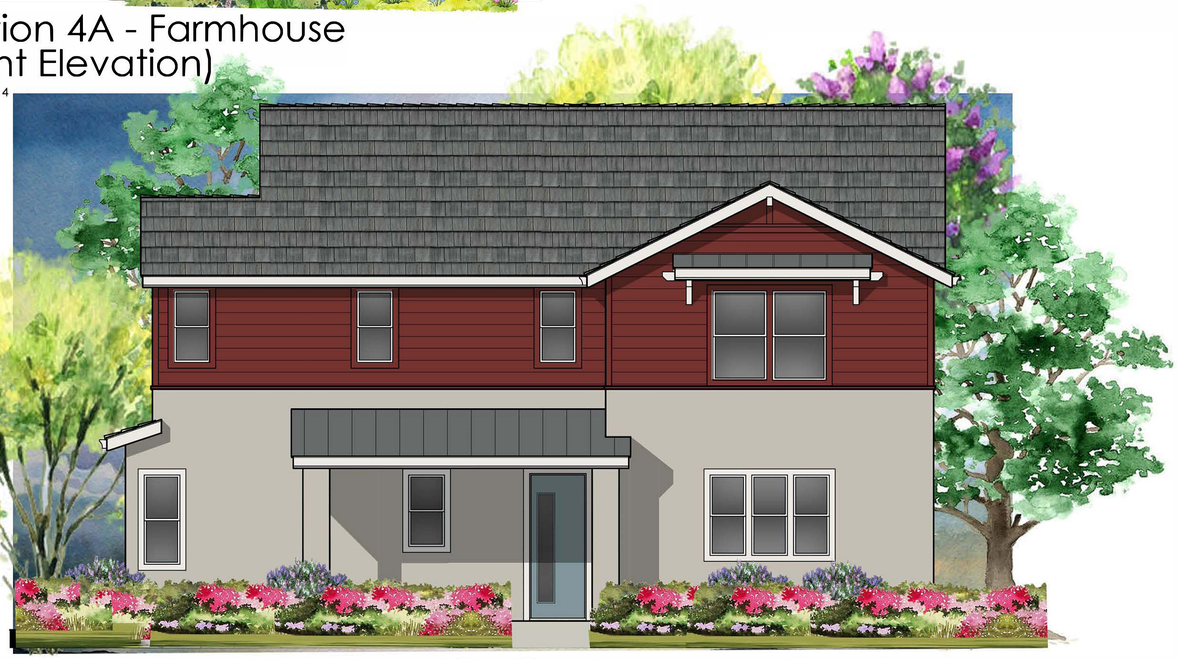
Front Elevation 4A - Farmhouse
(Right Elevation)

Scheme 4



Front Elevation 4B - Craftsman
(Right Elevation)

Scheme 10



Front Elevation 4C - Contemporary Farmhouse
(Right Elevation)

Scheme 16

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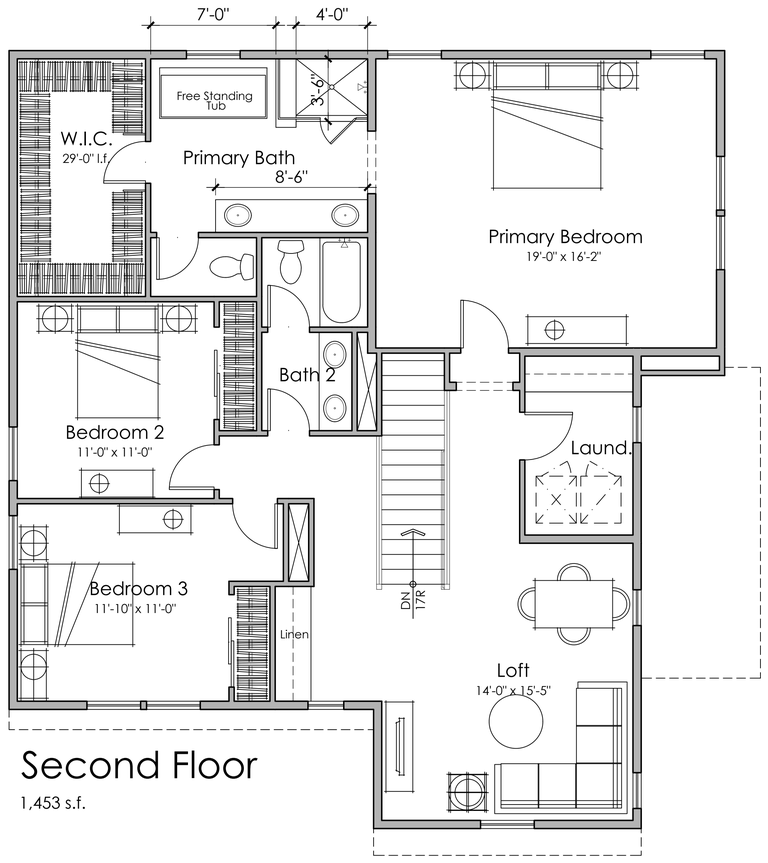
**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

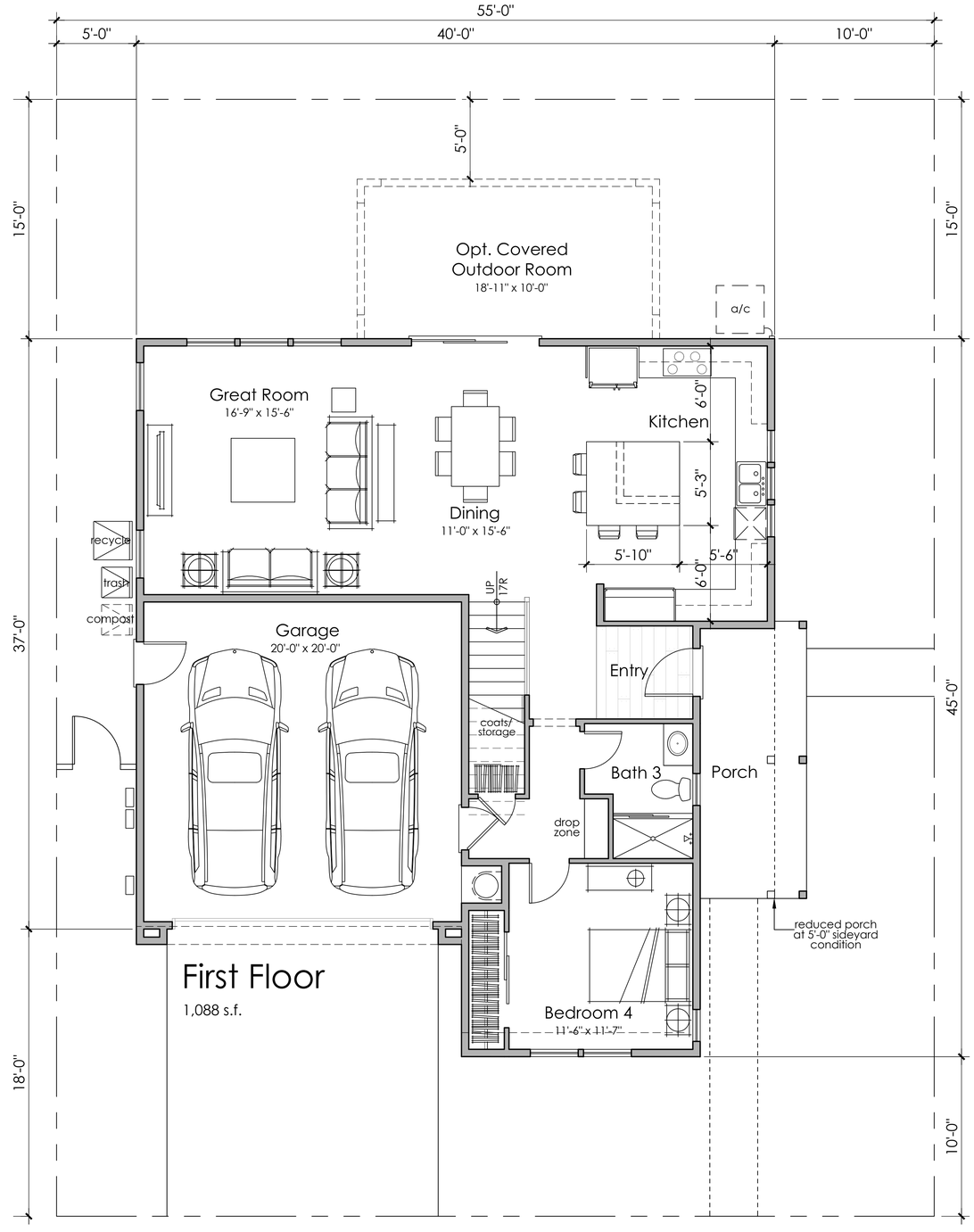
PLAN 4 FRONT ELEVATIONS

A4.0



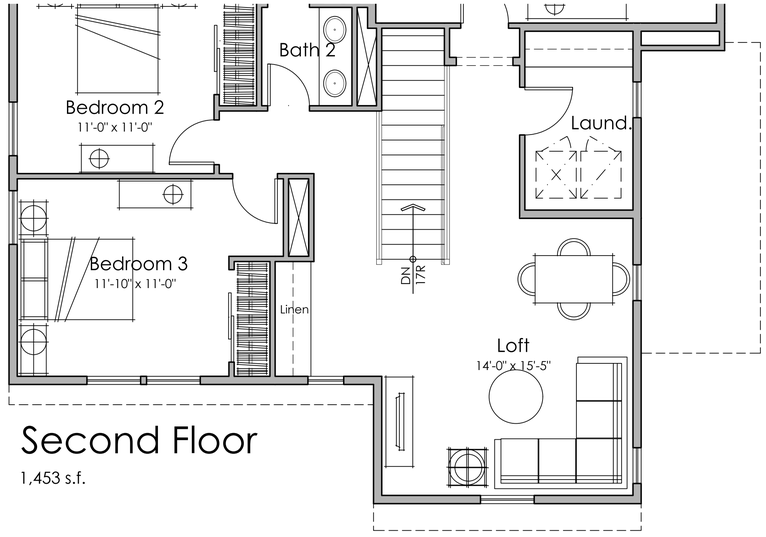

## Second Floor

1,453 s.f.



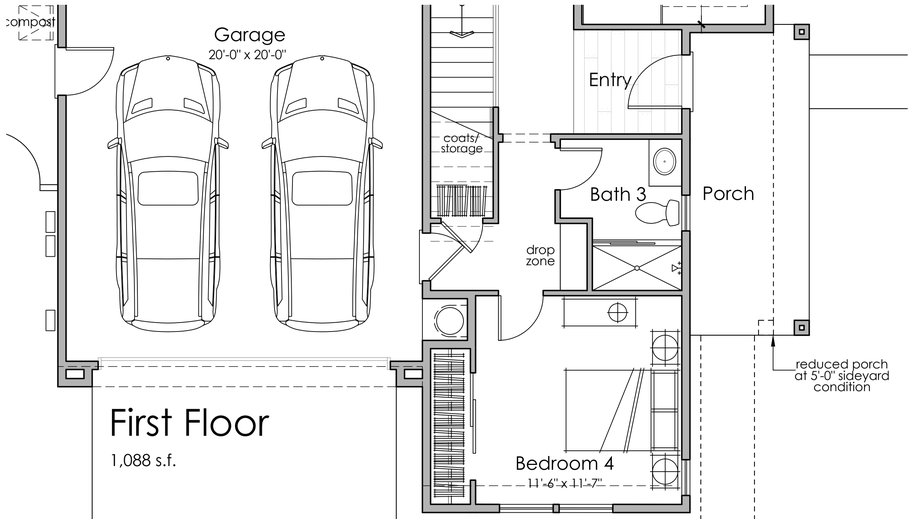

## First Floor

1,088 s.f.




Second Floor

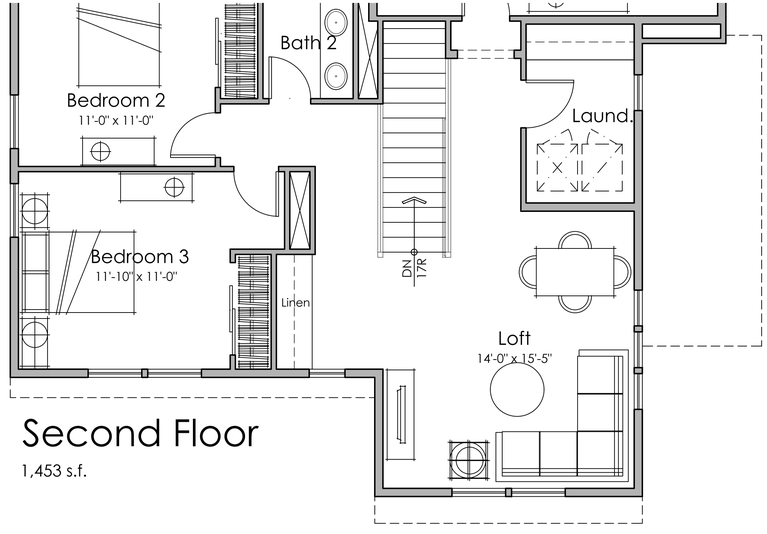
1,453 s.f.




First Floor

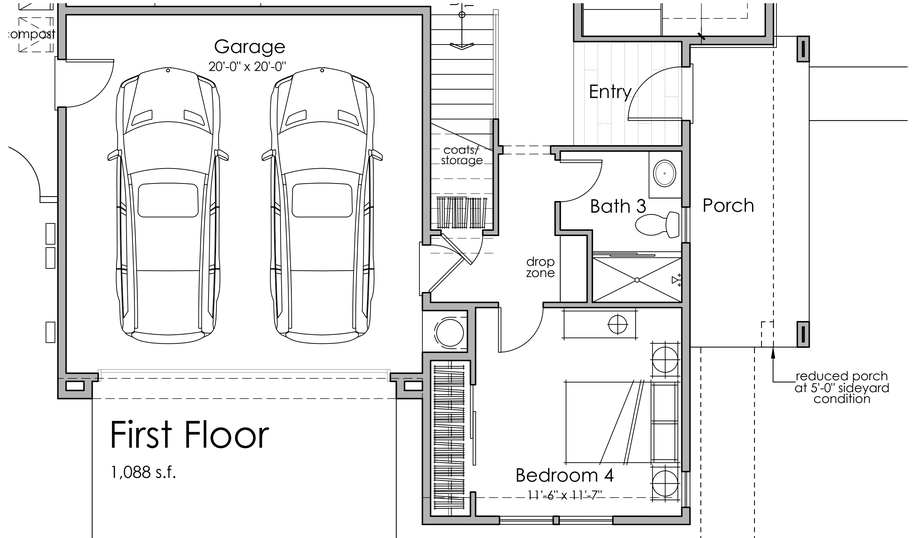
1,088 s.f.

PLAN 4C




Second Floor

1,453 s.f.




First Floor

1,088 s.f.

PLAN 4B

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

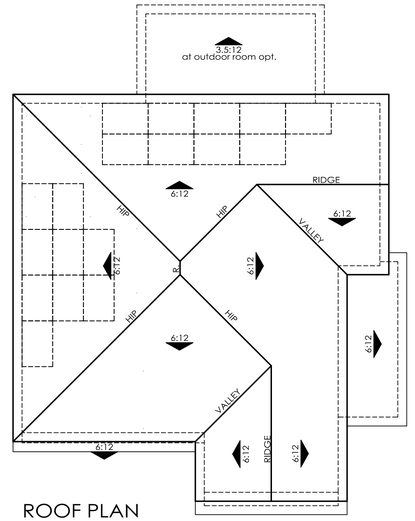
FLOOR PLAN 4 ADDENA

A4.1.1

4A - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Board & Batt Siding
Deocrative Post and Trim
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing

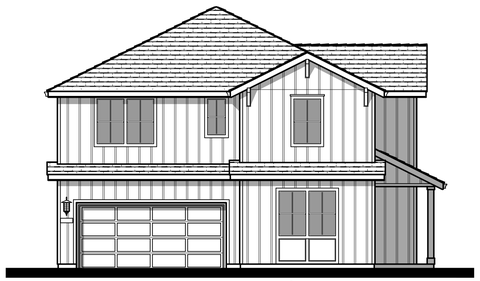


Front Elevation 4A - Farmhouse
(Right Elevation)



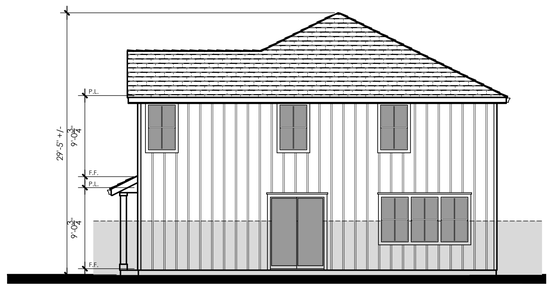

ROOF PLAN
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



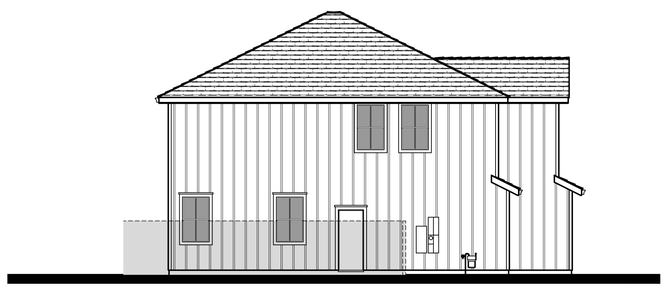
Front Elevation 4A
(Garage Side)

0 4 8 16




Rear Elevation

0 4 8 16



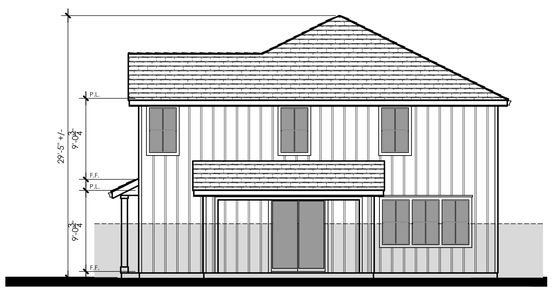
Left Elevation

0 4 8 16



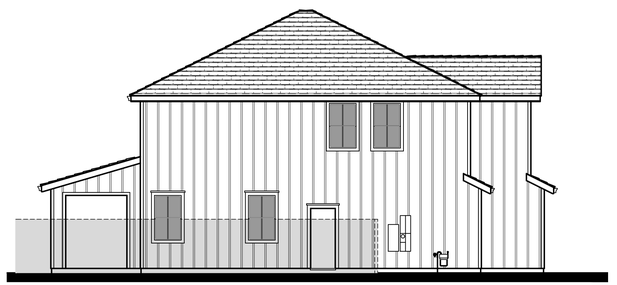
Front Elevation 4A - Farmhouse
Opt. Outdoor Rm. (Right Elevation)

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

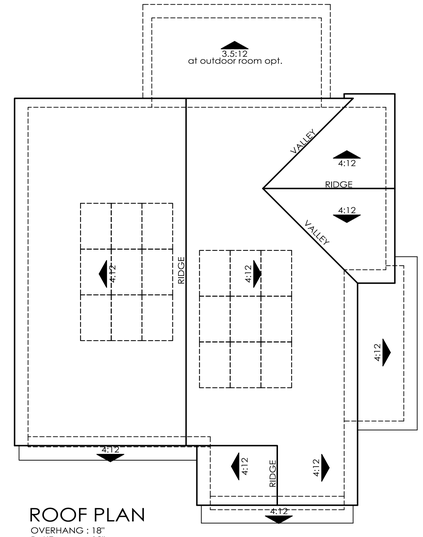
PLAN 4A - EXTERIOR ELEVATIONS

A4.2

4B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Stone Veneer
Deocrative Post and Trim
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 4B - Craftsman
(Right Elevation)




ROOF PLAN
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



Front Elevation 4B
(Garage Side)

0 4 8 16




Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Front Elevation 4B - Craftsman
Opt. Outdoor Rm. (Right Elevation)

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

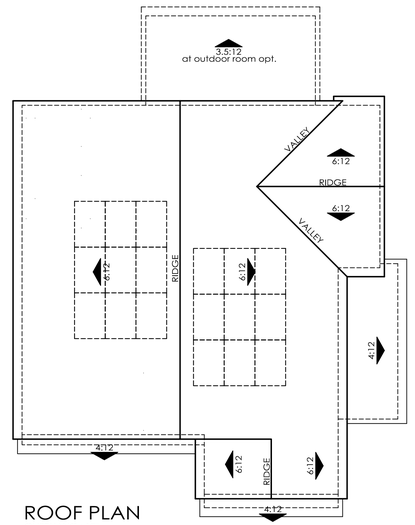
PLAN 4B - EXTERIOR ELEVATIONS

A4.3

4C - Material Legend:
Flat Concrete Tile Roofing
Metal Roofing
Stucco Finish
Cememtitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 4C - Contemporary Farmhouse
(Right Elevation)



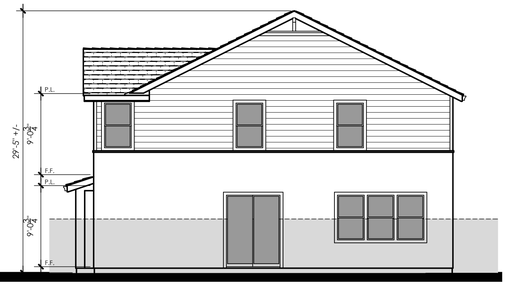

ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



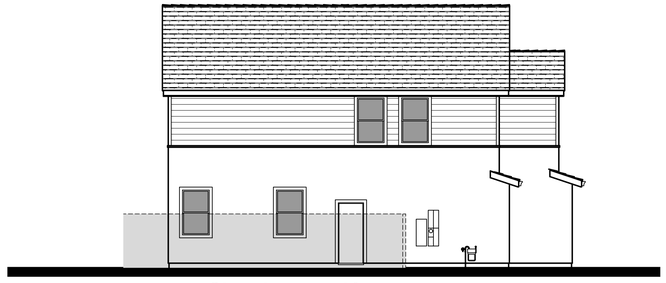
Front Elevation 4C
(Garage Side)

0 4 8 16




Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



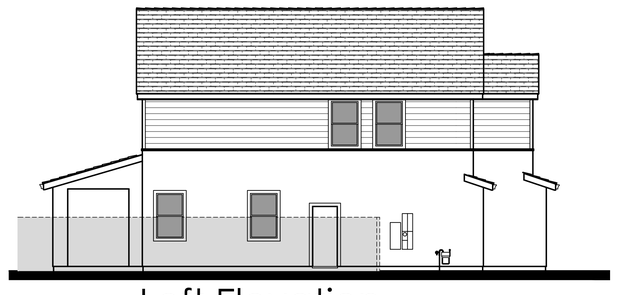
0 4 8 16

Front Elevation 4C -
Contemporary Farmhouse
Opt. Outdoor Rm. (Right Elevation)




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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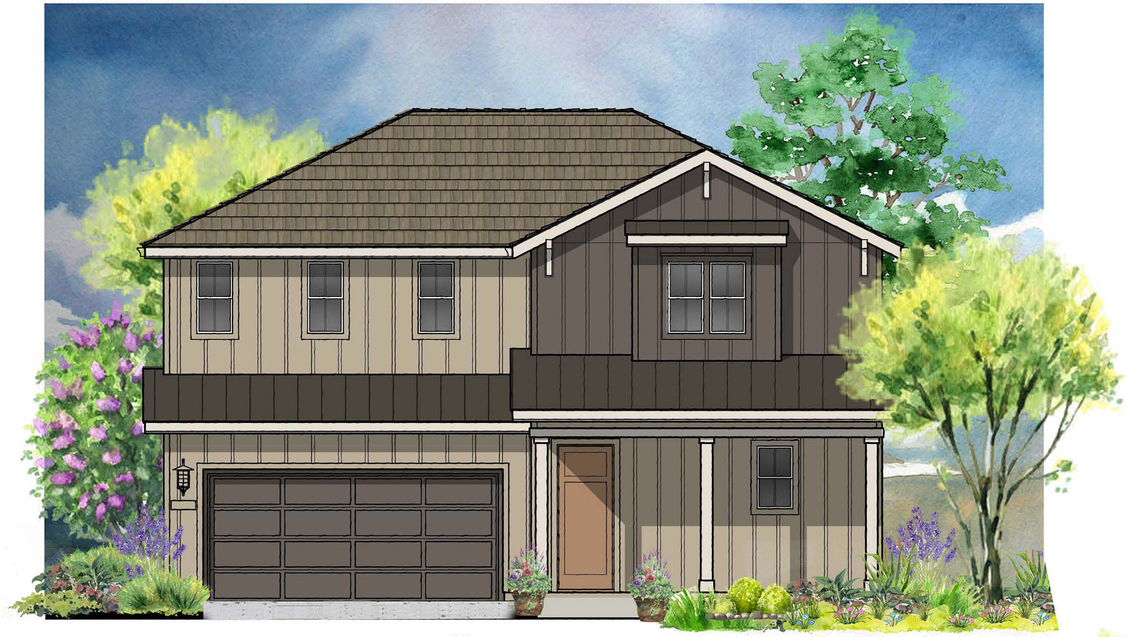
**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

PLAN 4C - EXTERIOR ELEVATIONS

A4.4



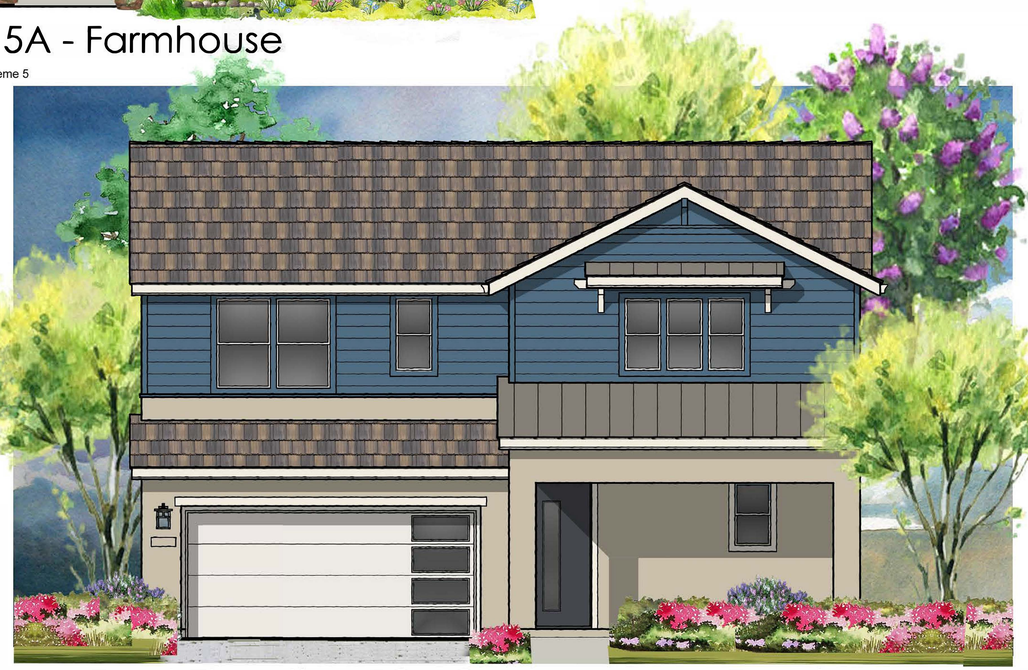
Front Elevation 5A - Farmhouse

Scheme 5



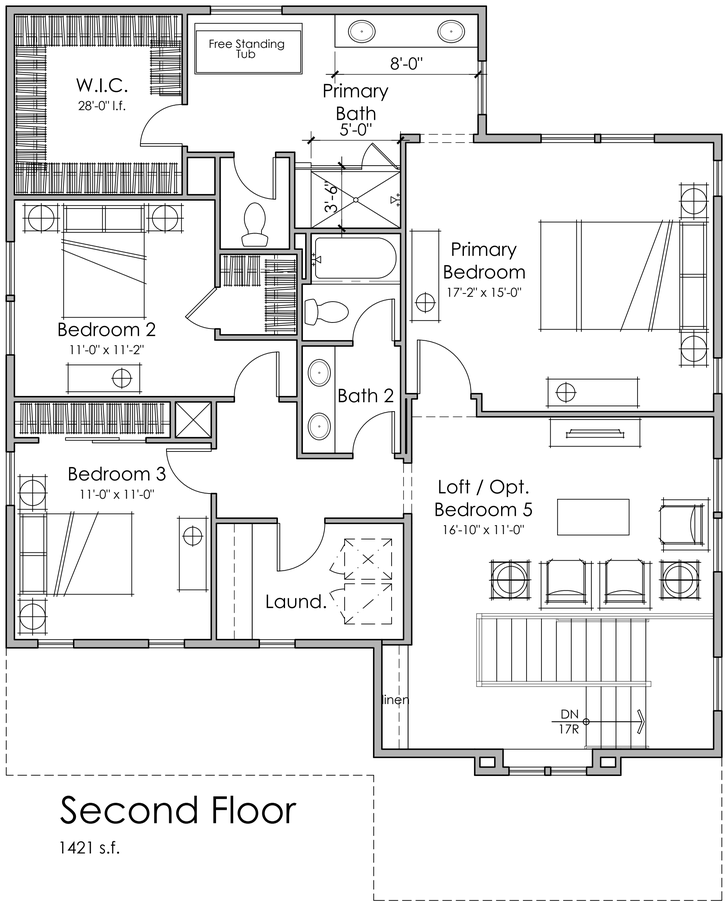
Front Elevation 5B - Craftsman

Scheme 11



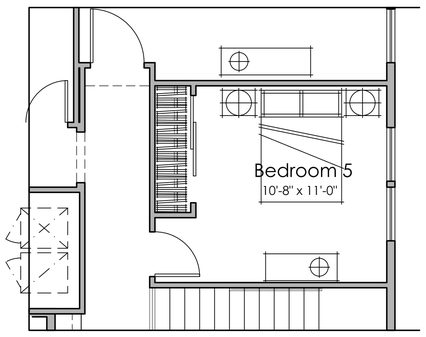
Front Elevation 5C - Contemporary Farmhouse

Scheme 17

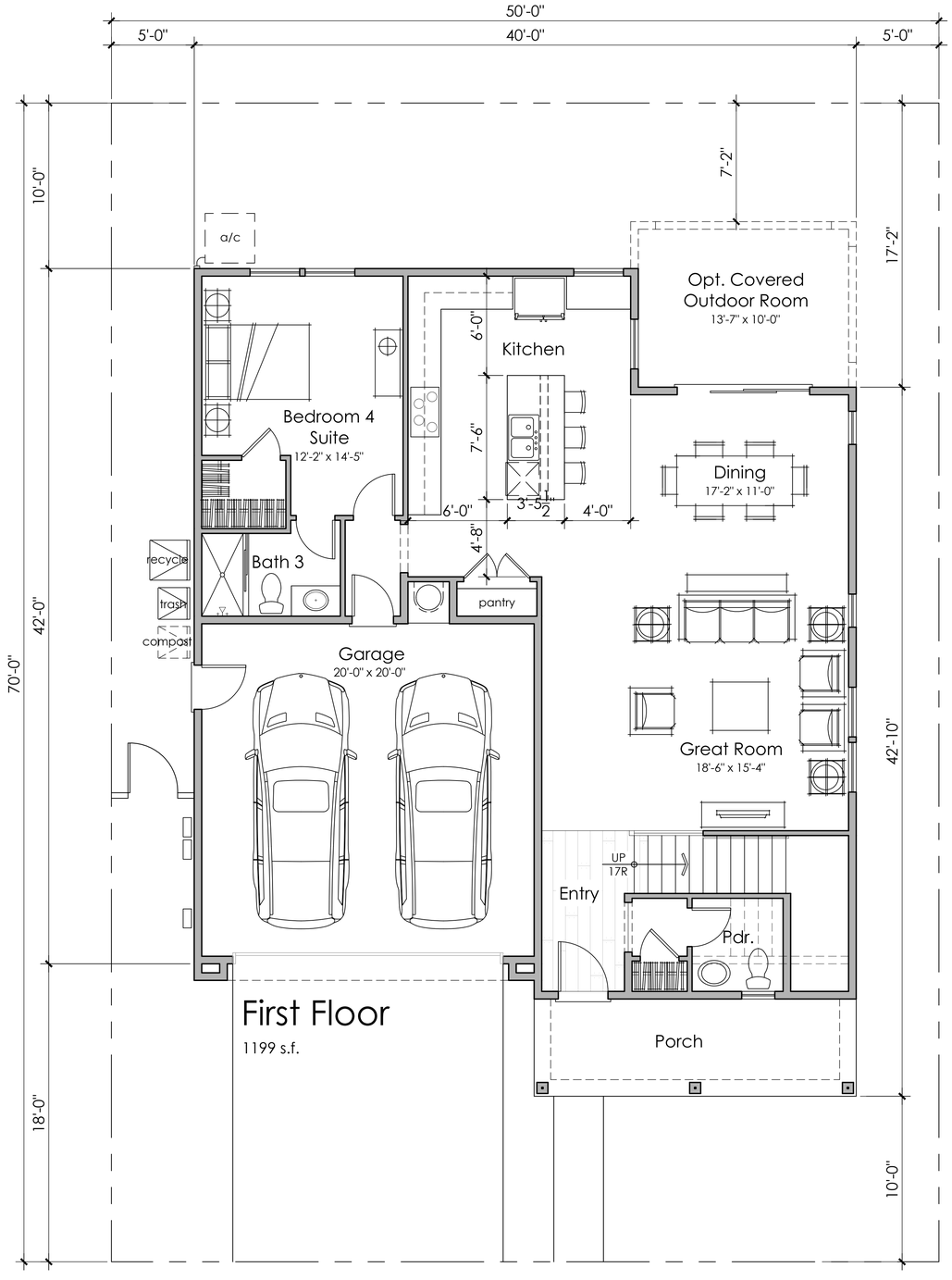



Second Floor

1421 s.f.

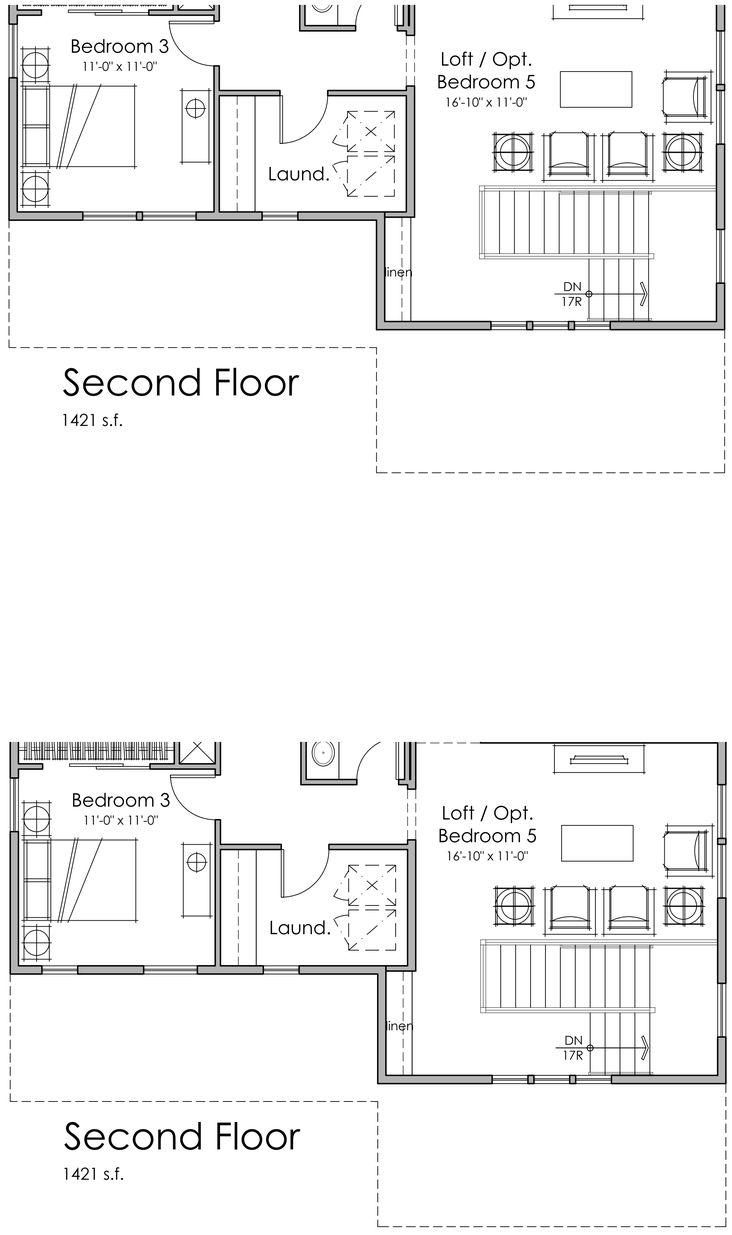



Opt. Bedroom 5



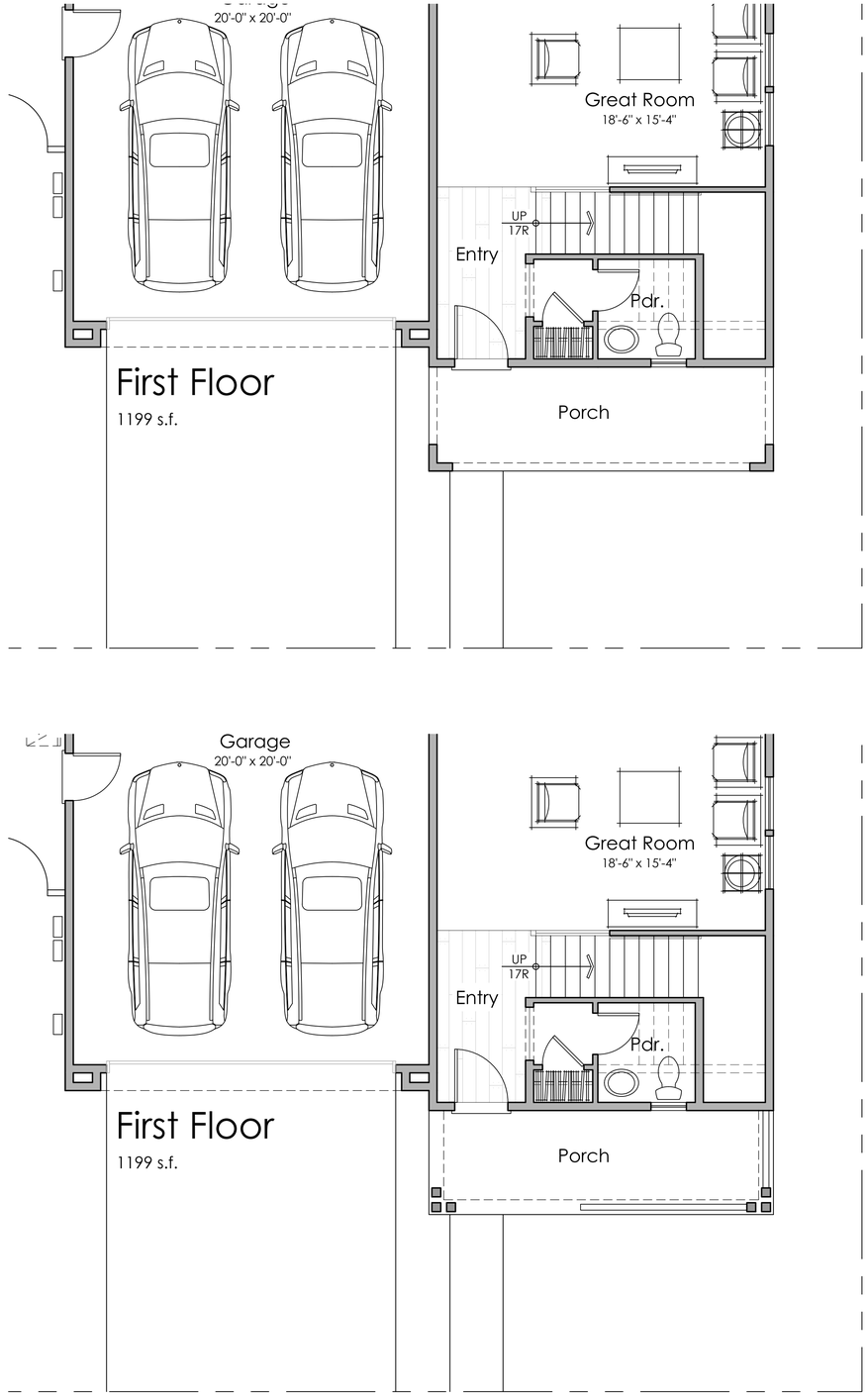

First Floor

1199 s.f.




## Second Floor

1421 s.f.




## First Floor

1199 s.f.

PLAN 5C




## Second Floor

1421 s.f.




## First Floor

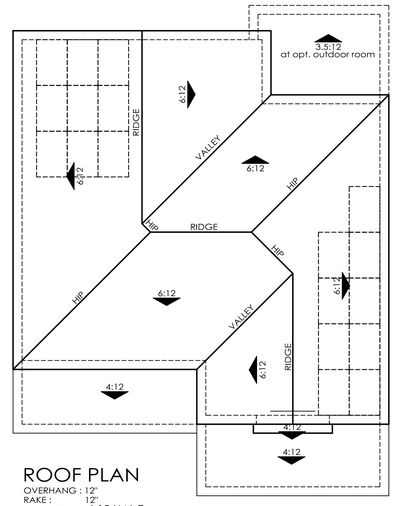
1199 s.f.

PLAN 5B

5A - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Board & Batt Siding
Deocrative Post and Corbel
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing



Front Elevation 5A - Farmhouse



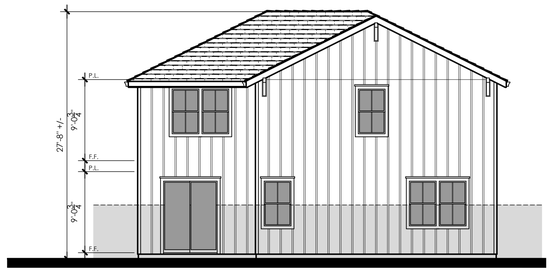

ROOF PLAN
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



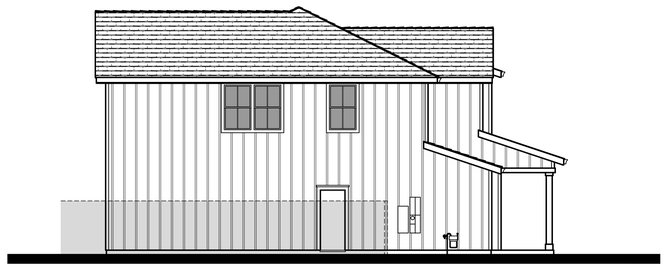
Right Elevation

0 4 8 16



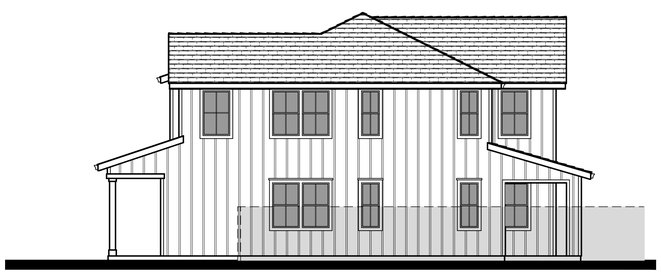

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



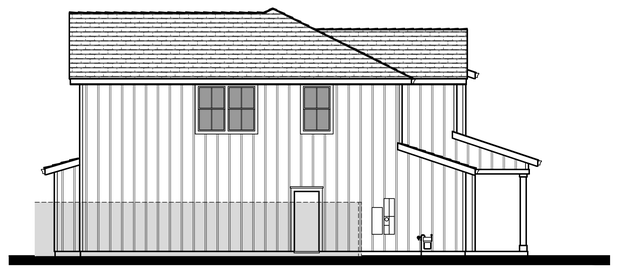
Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

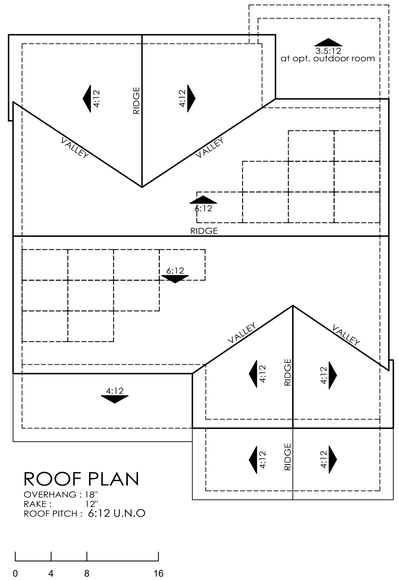
PLAN 5A - EXTERIOR ELEVATIONS

A5.2

5B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Deocrative Post and Corbel
Decorative Railing
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 5B - Craftsman




ROOF PLAN
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

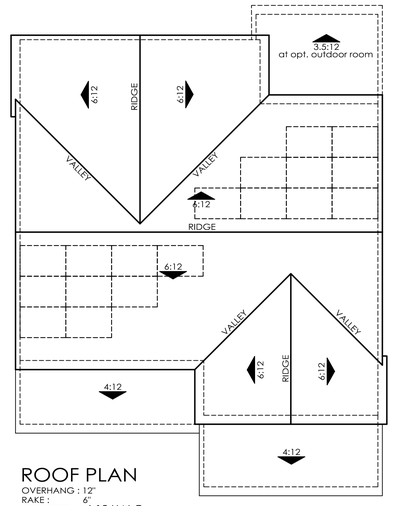
PLAN 5B - EXTERIOR ELEVATIONS

A5.3

3C - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cememtitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing



Front Elevation 5C - Contemporary Farmhouse



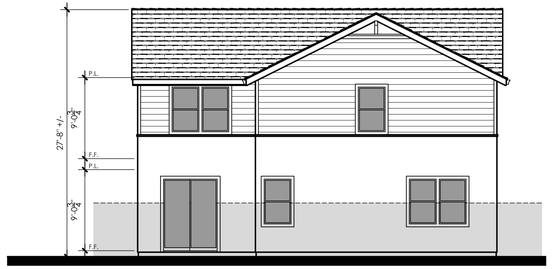

ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



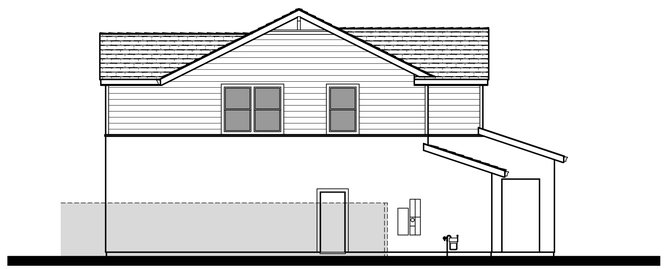
Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



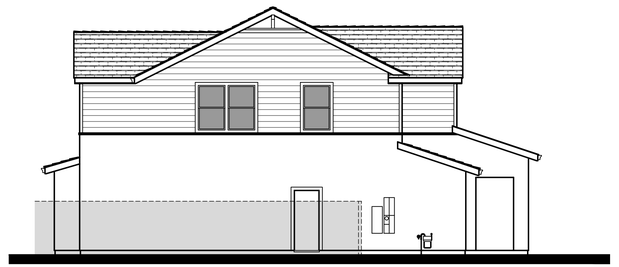
Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

PLAN 5C - EXTERIOR ELEVATIONS

A5.4



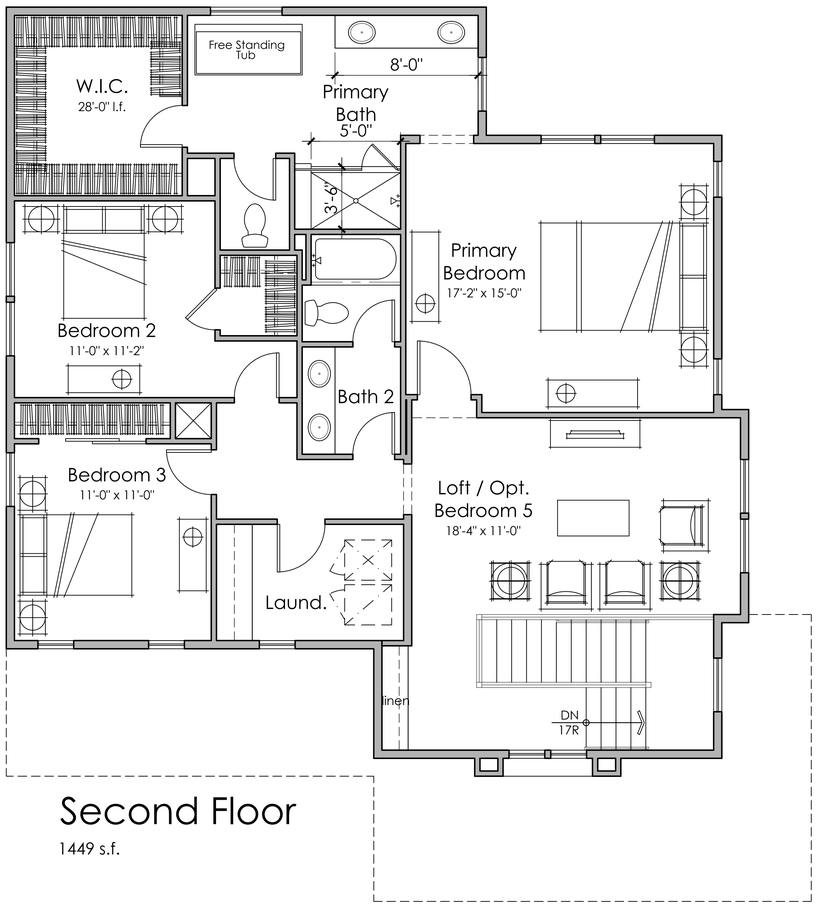
Front Elevation 5XA - Farmhouse



Front Elevation 5XB - Craftsman

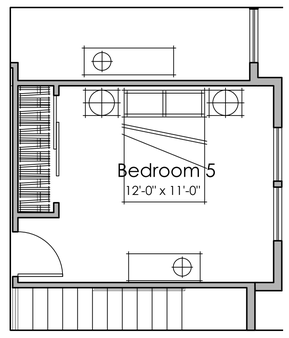


Front Elevation 5XC - Contemporary Farmhouse

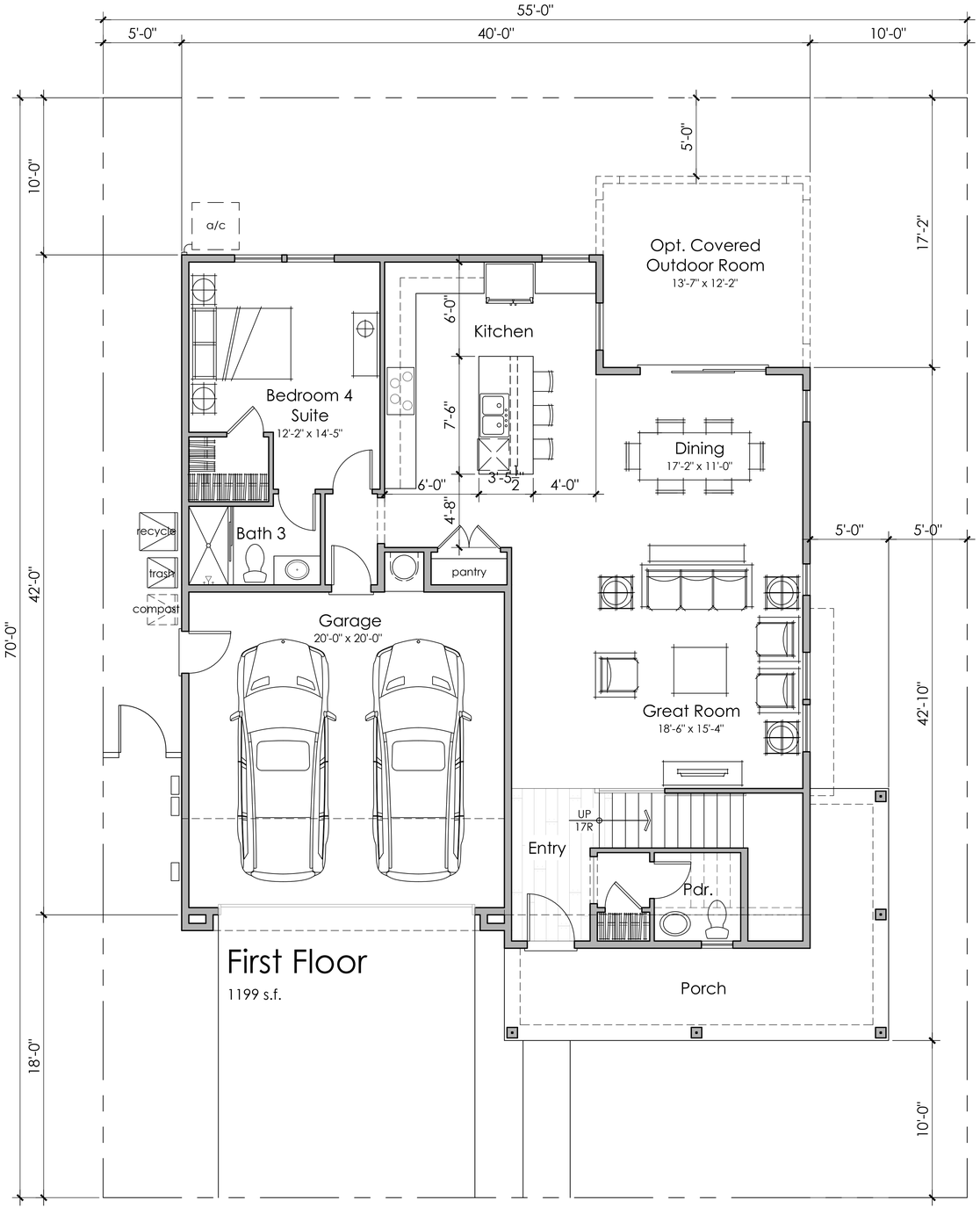



## Second Floor

1449 s.f.




## Opt. Bedroom 5



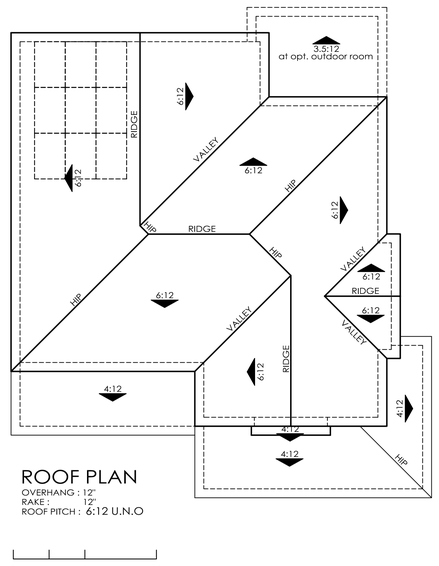

## First Floor

1199 s.f.

5A - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Board & Batt Siding
Deocrative Post and Trim
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 5XA - Farmhouse




ROOF PLAN
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O

0 4 8 16

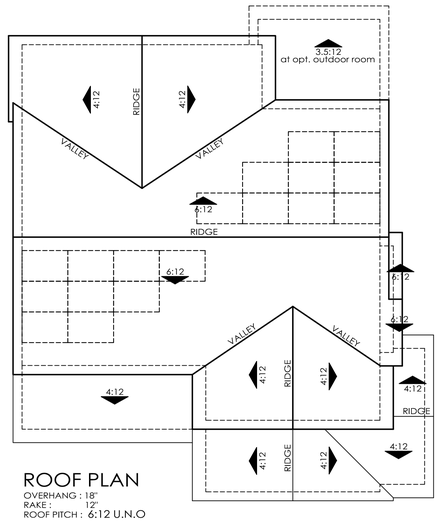


Right Elevation

5B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Deocrative Post and Corbel
Decorative Railing
Decorative Gable End Detail
Enhanced Head and Sill Trim



Front Elevation 5XB - Craftsman

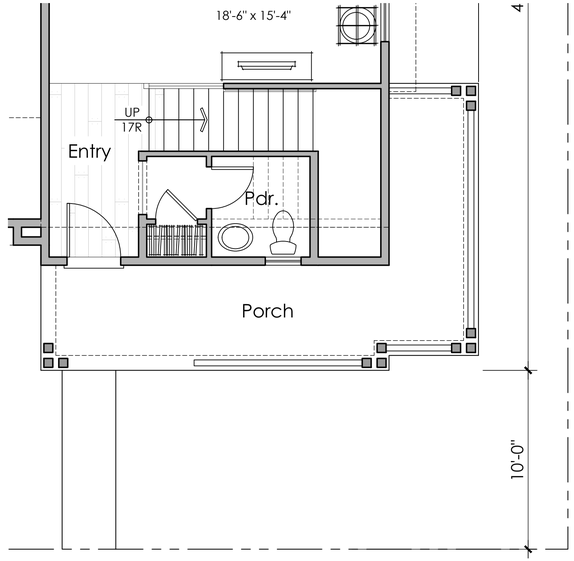



ROOF PLAN
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



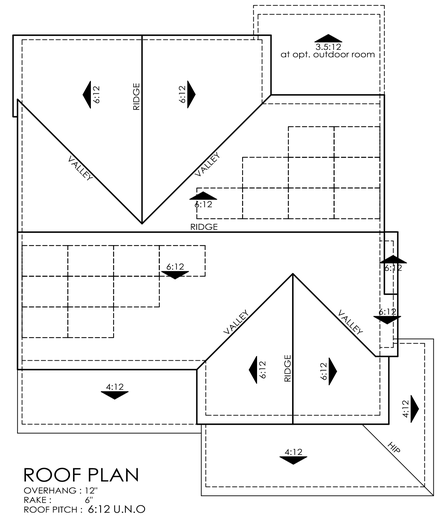
Right Elevation



3C - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cememtitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing



Front Elevation 5XC - Contemporary Farmhouse

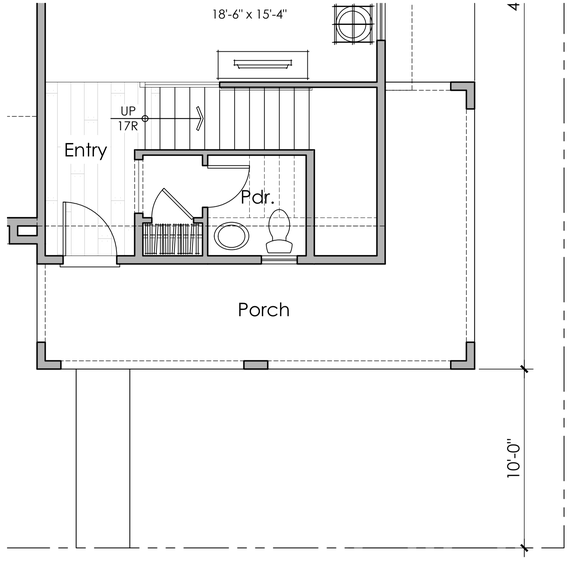



ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



Right Elevation





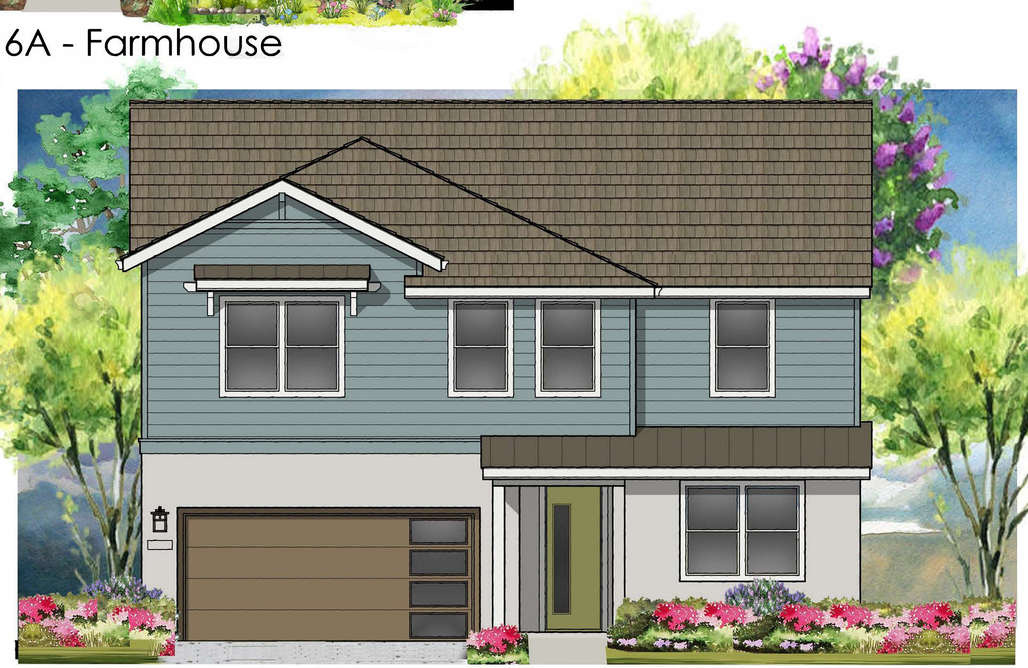
Front Elevation 6A - Farmhouse

Scheme 6



Front Elevation 6B - Craftsman

Scheme 12



Front Elevation 6C - Contemporary Farmhouse

Scheme 18

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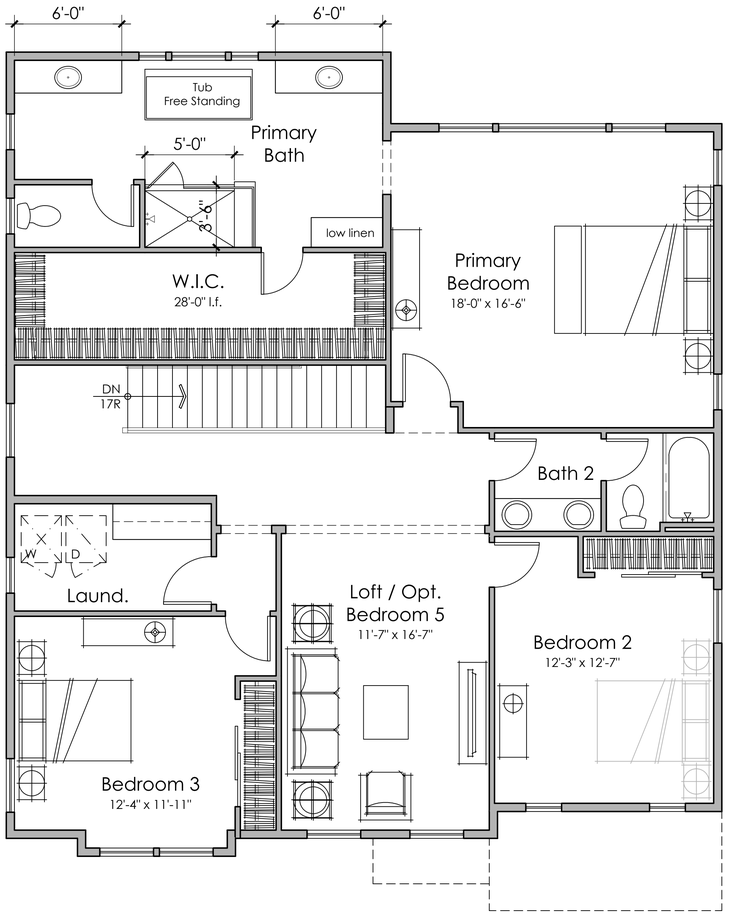
ARROYO LAGO - 50X70 LOTS

SCHEMATIC DESIGN

0 2 4 8

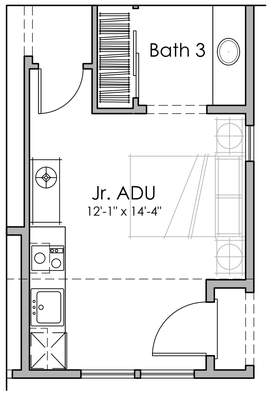
PLAN 6 FRONT ELEVATIONS

A6.0

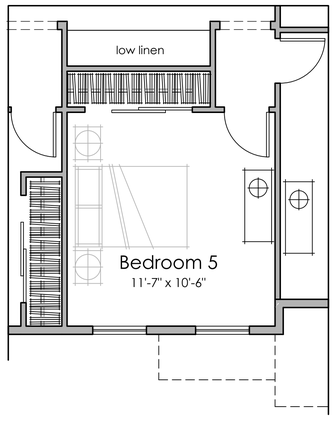



## Second Floor

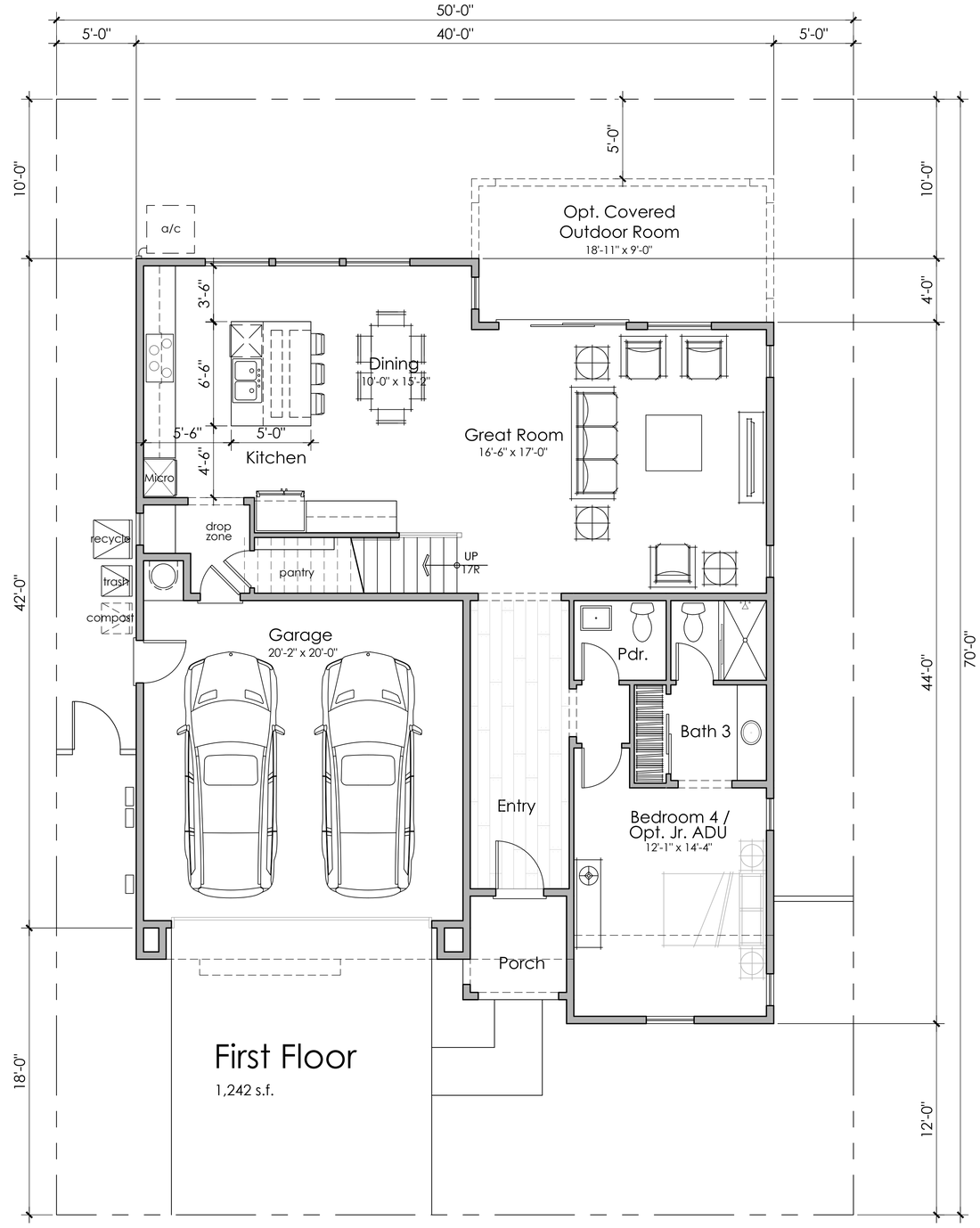
1,641 s.f.




## Opt. Jr. ADU

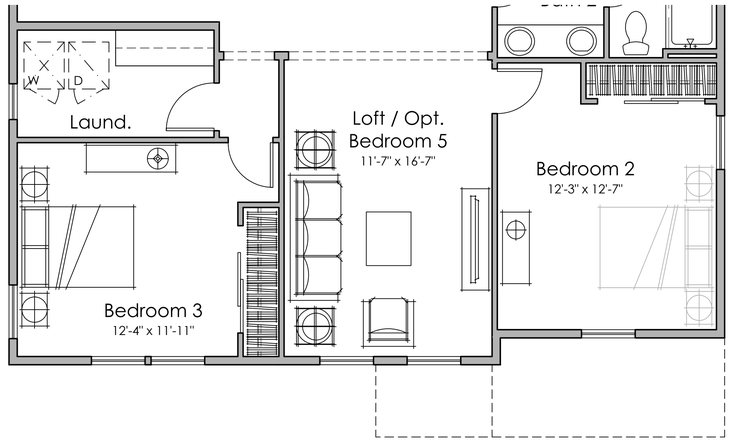



## Opt. Bedroom 5



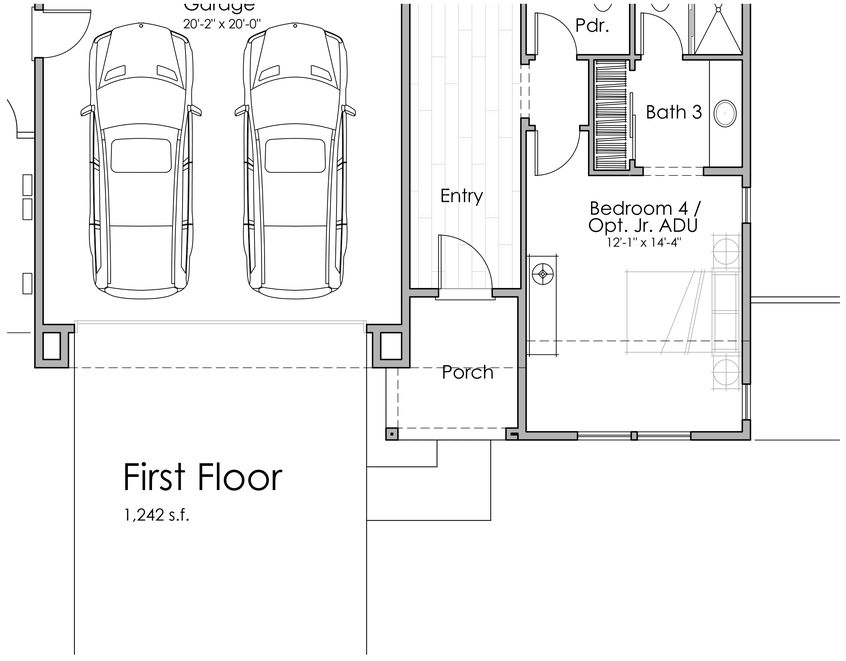

## First Floor

1,242 s.f.




## Second Floor

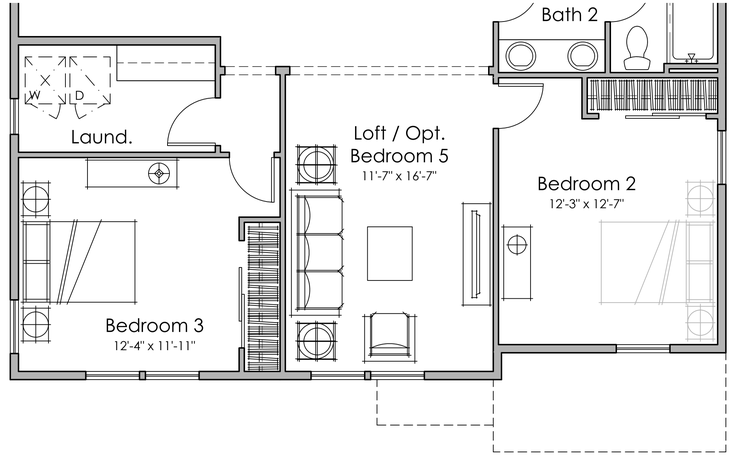
1,633 s.f.




## First Floor

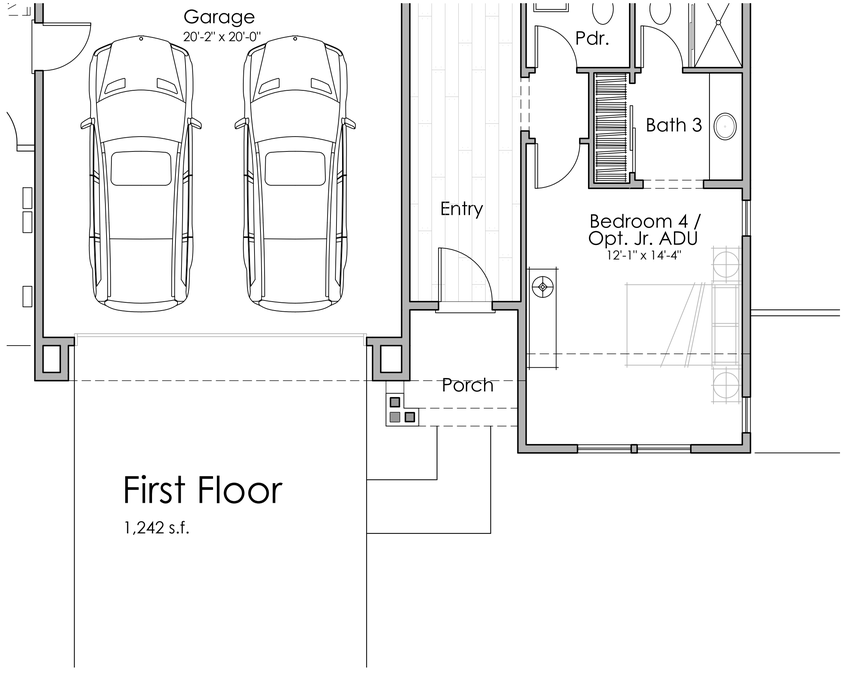
1,242 s.f.

PLAN 6C




## Second Floor

1,633 s.f.




## First Floor

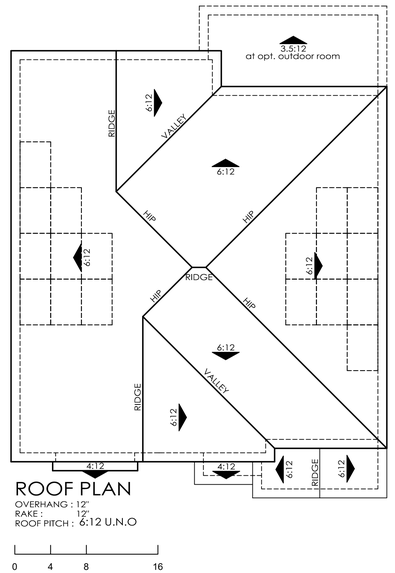
1,242 s.f.

PLAN 6B

6A - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Board & Batt Siding
Deocrative Post and Trim
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing

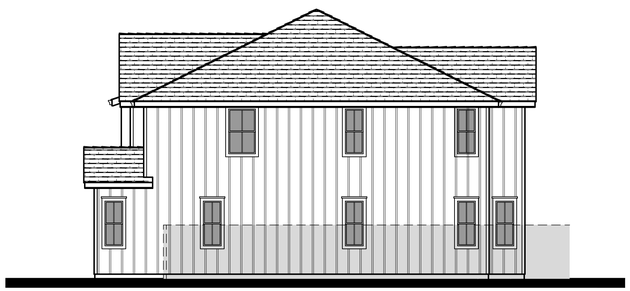


Front Elevation 6A - Farmhouse



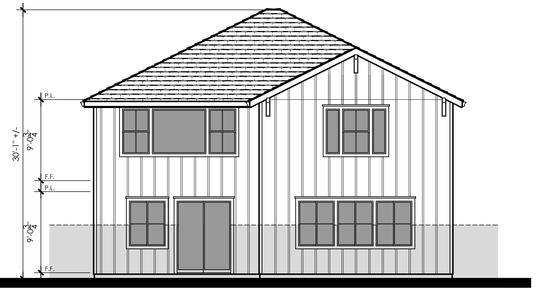

ROOF PLAN
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



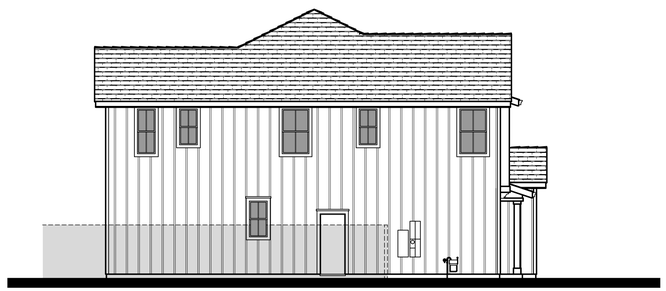
Right Elevation

0 4 8 16



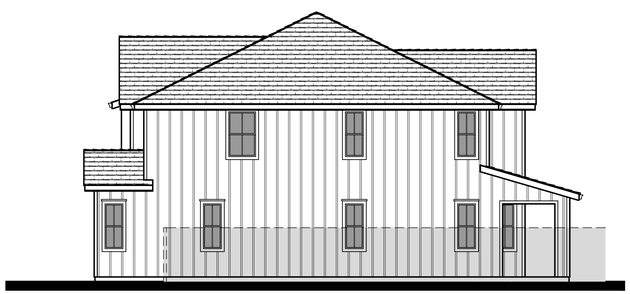

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



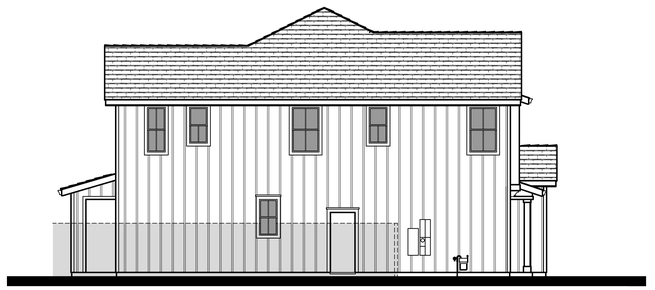
Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

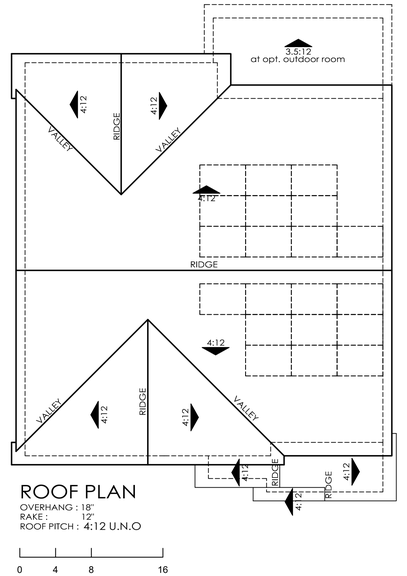
PLAN 6A - EXTERIOR ELEVATIONS

A6.2

6B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Stone Veneer
Deocrative Post and Corbel
Decorative Gable End Detail
Enhanced Head and Sill Trim

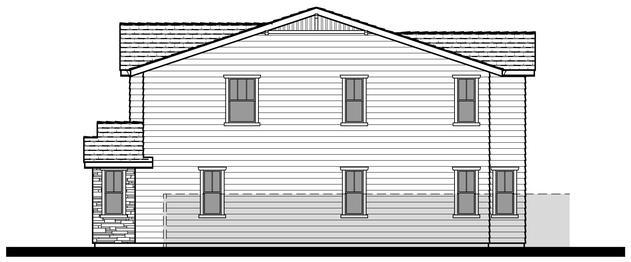


Front Elevation 6B - Craftsman




ROOF PLAN
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



Right Elevation

0 4 8 16



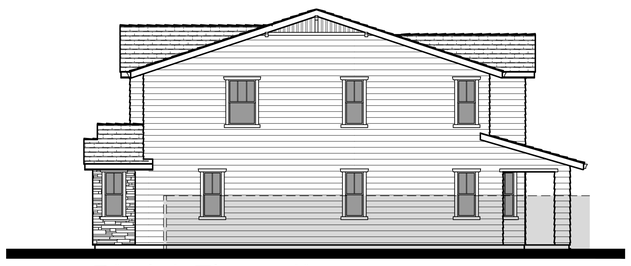

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

0 2 4 8

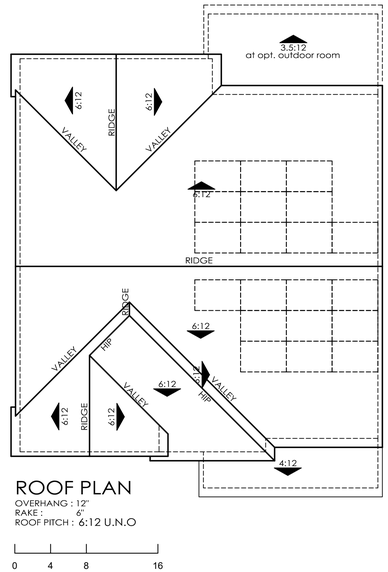
PLAN 6B - EXTERIOR ELEVATIONS

A6.3

6C - Material Legend:
Flat Concrete Tile Roofing
Metal Roofing
Stucco Finish
Cememtitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim
Metal Roofing

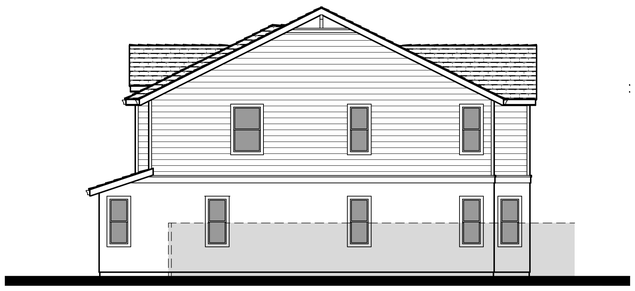


Front Elevation 6C - Contemporary Farmhouse




ROOF PLAN
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 6:12 U.N.O

0 4 8 16



Right Elevation

0 4 8 16



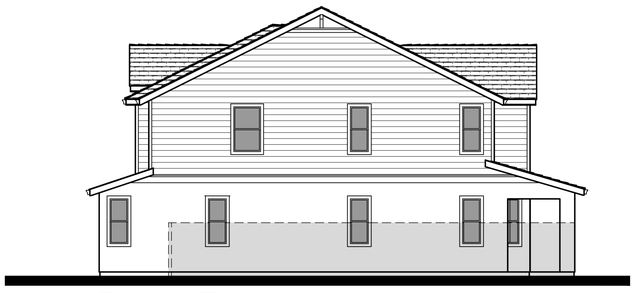

Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16



Right Elevation
Opt. Outdoor Room

0 4 8 16




Rear Elevation
Opt. Outdoor Room

0 4 8 16



Left Elevation
Opt. Outdoor Room

0 4 8 16

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**ARROYO LAGO - 50X70 LOTS**

SCHEMATIC DESIGN

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PLAN 6C - EXTERIOR ELEVATIONS

A6.4



Front Elevation 7A - Farmhouse

Scheme 1



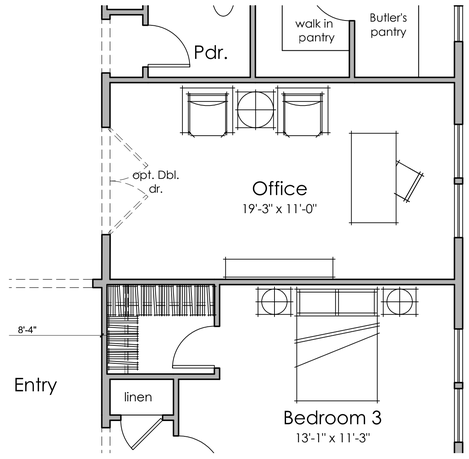
Front Elevation 7B - Craftsman

Scheme 7

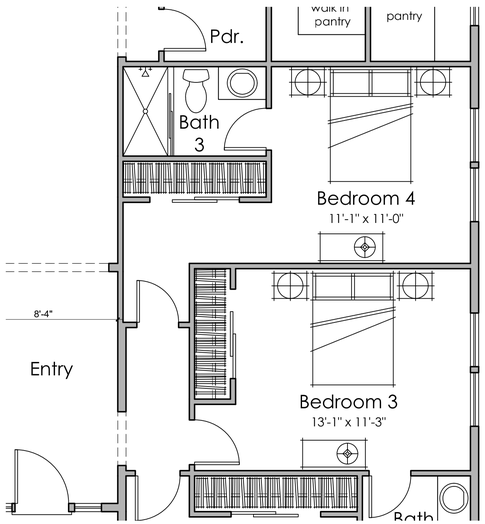


Front Elevation 7D - Modern Prairie

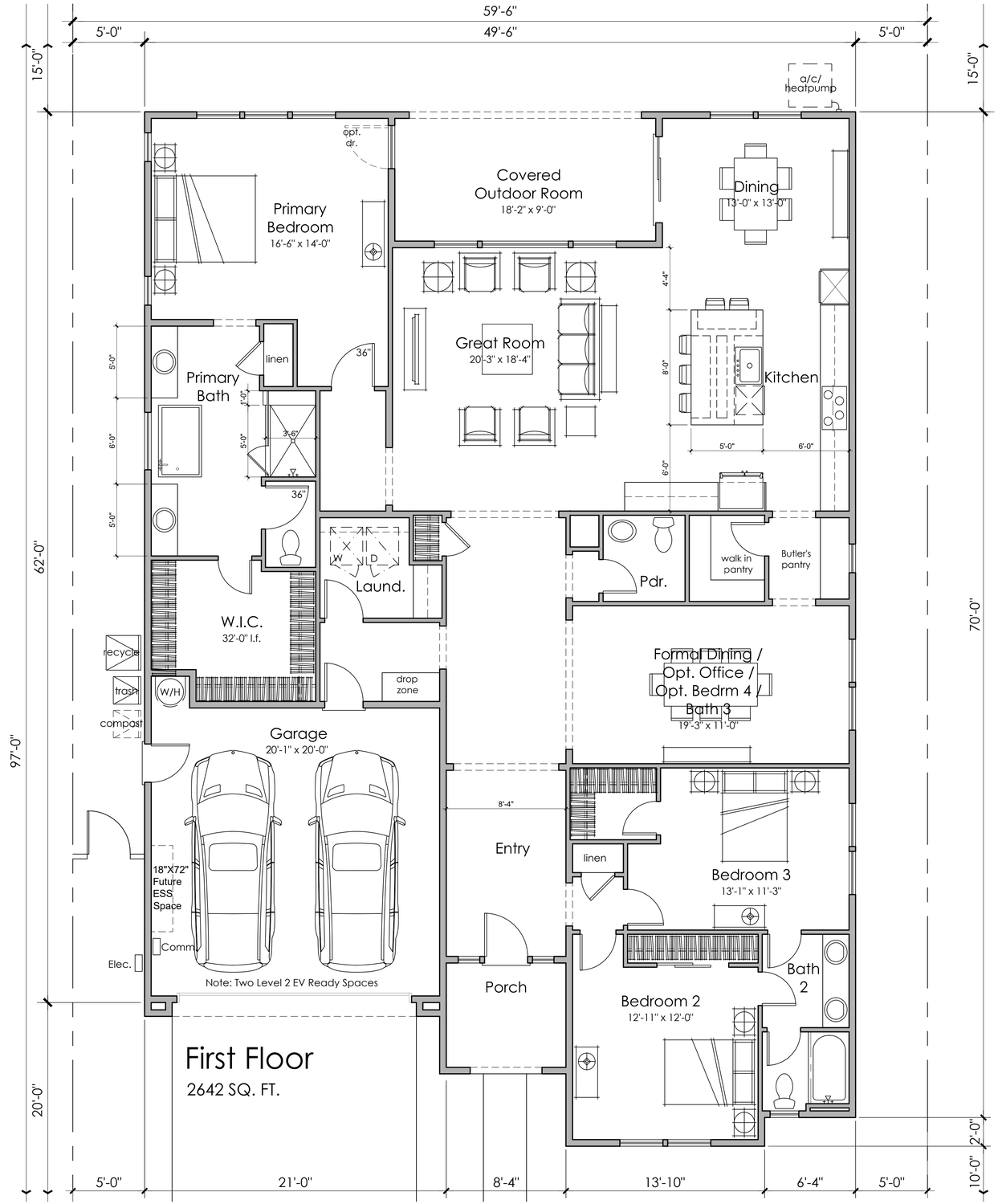
Scheme 13




OPT. OFFICE




OPT. BEDROOM 4 / BATH 3




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**ARROYO LAGO - 59.5X97 LOTS**

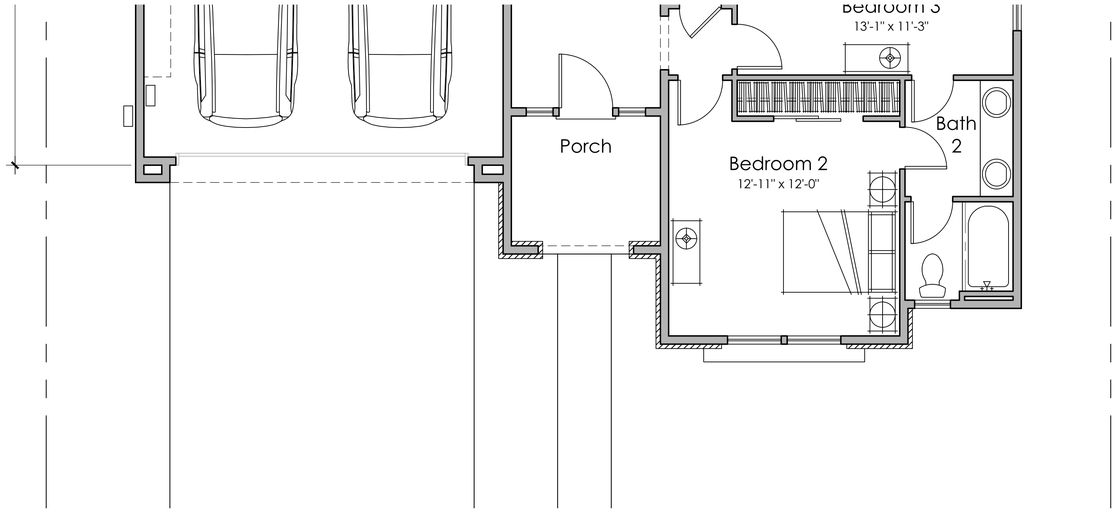
SCHEMATIC DESIGN

0 2 4 8

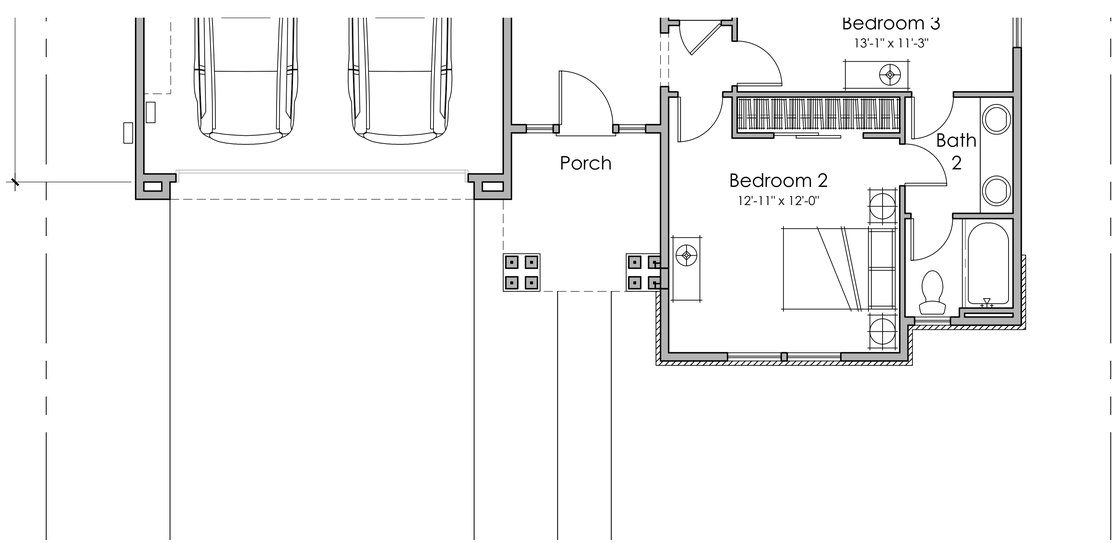
3 BEDROOMS + FORMAL DINING
OPT. OFFICE / OPT. BEDROOM 4
2.5 BATHS (3.5 BATH AT BEDRM OPT)
2,642 S.F.

FLOOR PLAN 7

A7.1




PLAN 7D




PLAN 7B

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**ARROYO LAGO - 59.5X97 LOTS**

SCHEMATIC DESIGN

0 2 4 8

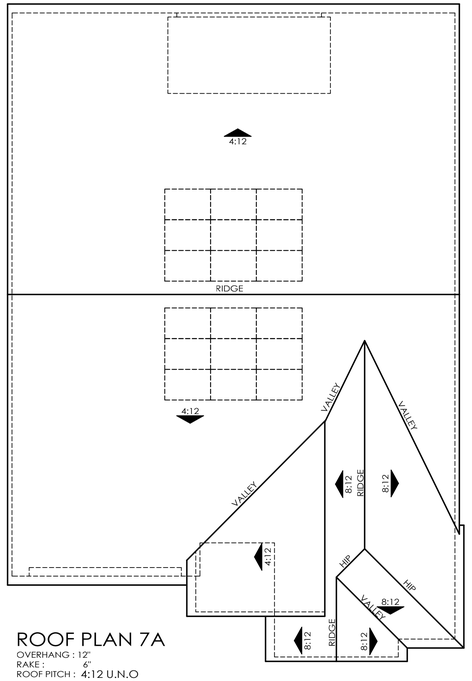
FLOOR PLAN 7 ADDENA

A7.1.1

7A - Material Legend:
Flat Concrete Tile Roofing
Cementitious Board & Batt Siding
Cementitious Horizontal Siding
Enhanced Head and Sill Trim
Decorative Coach Light



Front Elevation 7A - Farmhouse



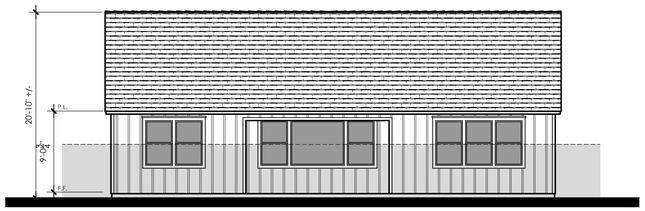

ROOF PLAN 7A
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



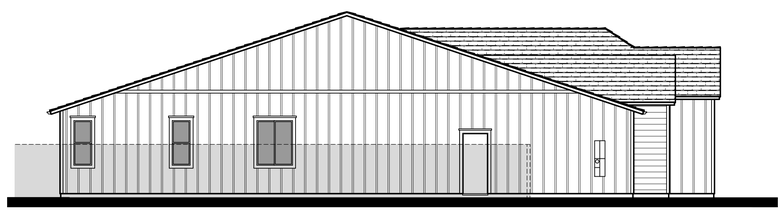
Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



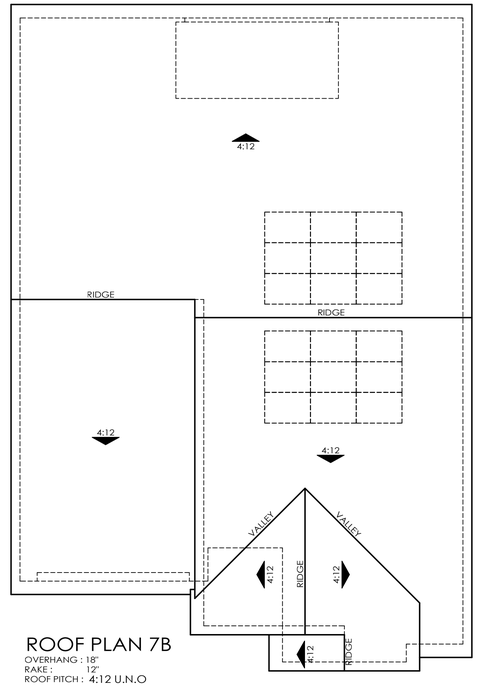
Left Elevation

0 4 8 16

7B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Stone Veneer
Deocrative Post and Corbel
Decorative Gable End Detail
Enhanced Head and Sill Trim

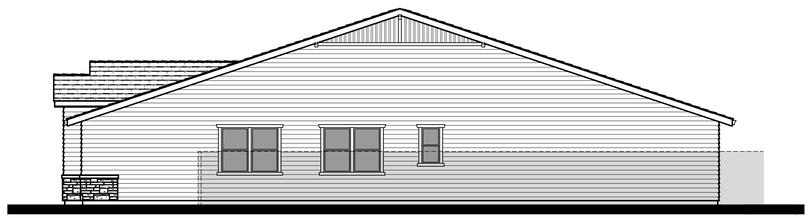


Front Elevation 7B - Craftsman




ROOF PLAN 7B
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



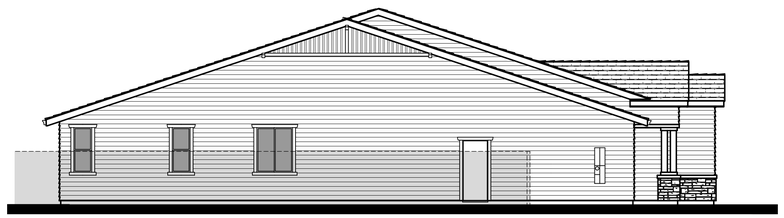
Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



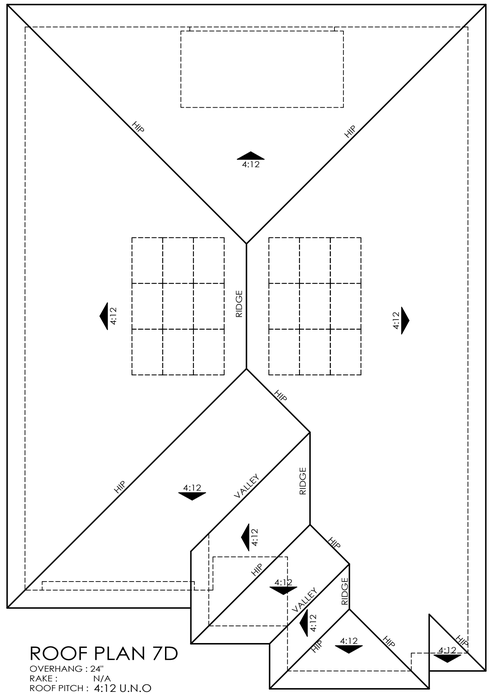
Left Elevation

0 4 8 16

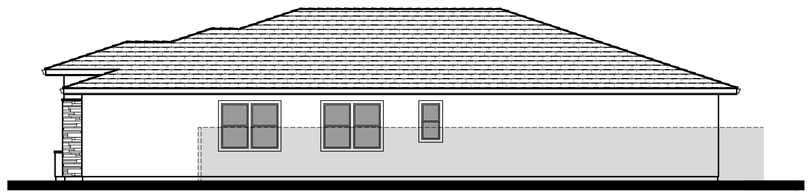
7D - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Enhanced Head and Sill Trim
Decorative Coach Light



Front Elevation 7D - Modern Prairie

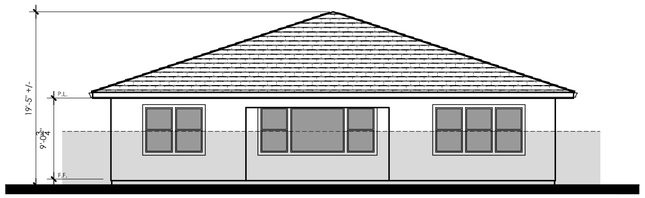



ROOF PLAN 7D
OVERHANG : 24"
RAKE : N/A
ROOF PITCH : 4:12 U.N.O



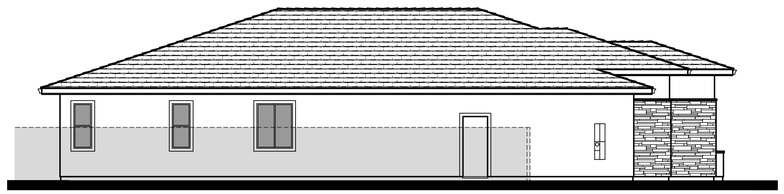
Right Elevation

0 4 8 16



Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16

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**ARROYO LAGO - 59.5X97 LOTS**

SCHEMATIC DESIGN

0 2 4 8

PLAN 7D - EXTERIOR ELEVATIONS

A7.4



Front Elevation 8A - Farmhouse

Scheme 4



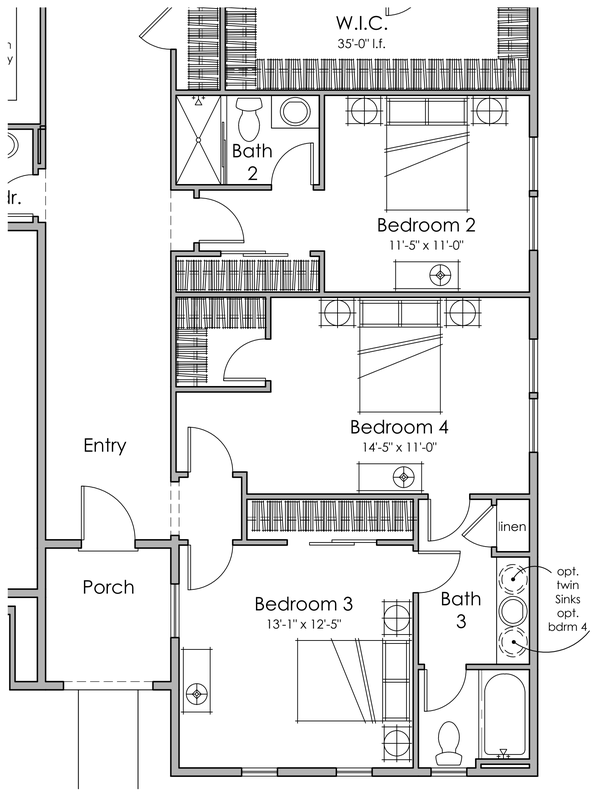
Front Elevation 8B - Craftsman

Scheme 9

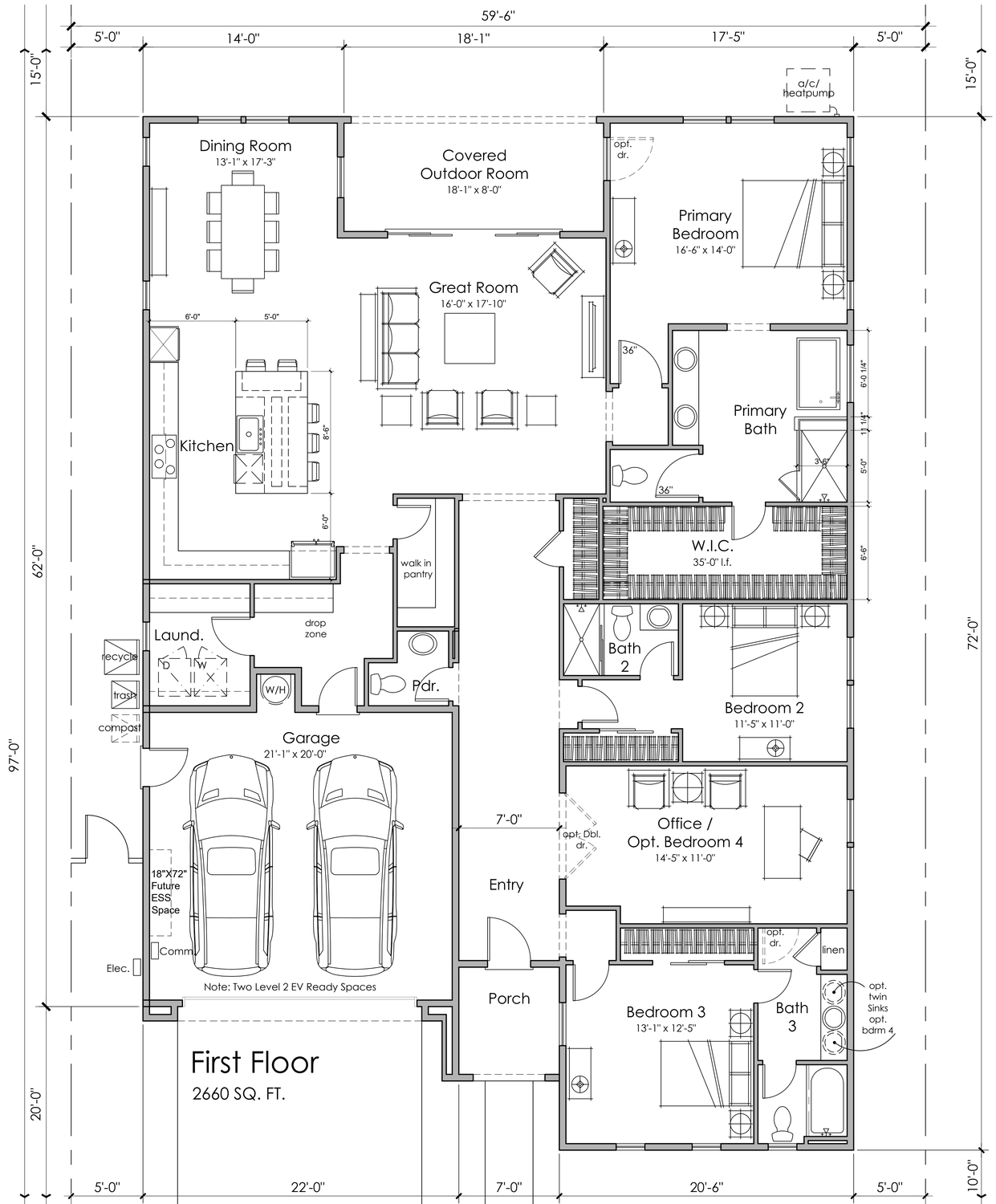


Front Elevation 8D - Modern Prairie

Scheme 15




OPT. BEDROOM 4




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**ARROYO LAGO - 59.5X97 LOTS**

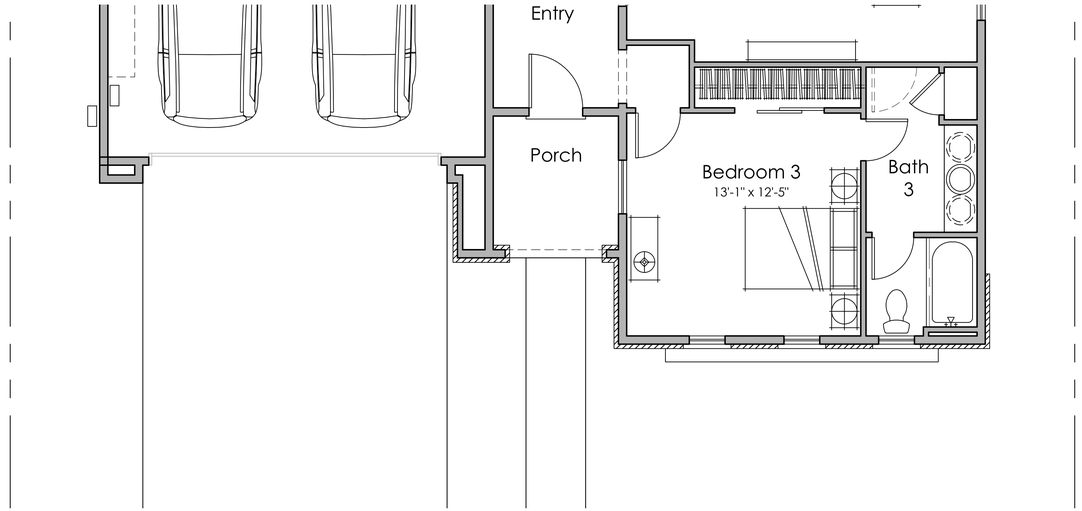
SCHEMATIC DESIGN

0 2 4 8

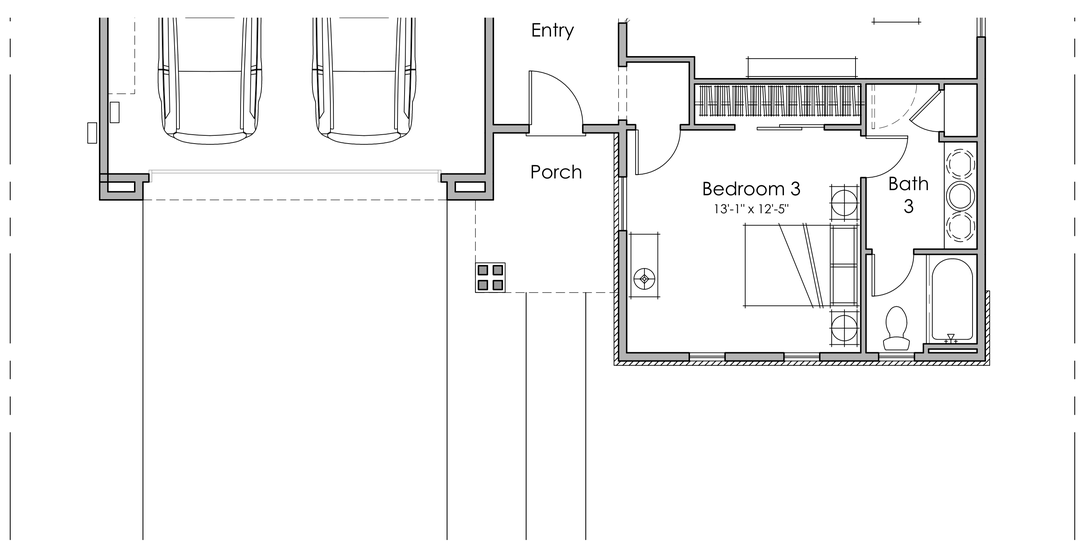
3 BEDROOMS + OFFICE
OPT. BEDROOM 4
3.5 BATHS
2660 S.F.

FLOOR PLAN 8

A8.1




PLAN 8D




PLAN 8B

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**ARROYO LAGO - 59.5X97 LOTS**

SCHEMATIC DESIGN

0 2 4 8

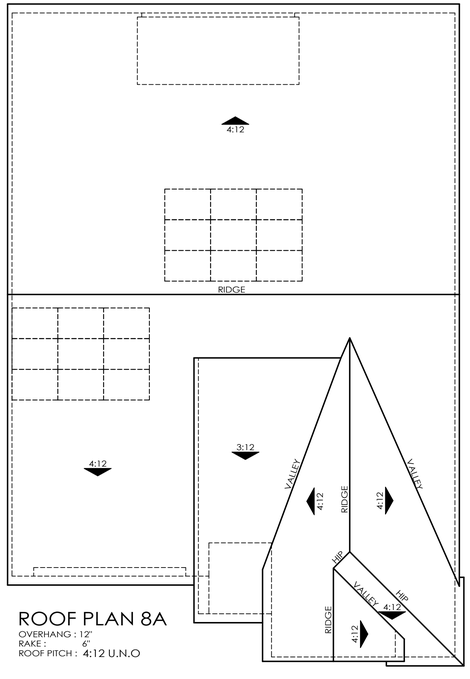
FLOOR PLAN 8 ADDENA

A8.1.1

8A - Material Legend:
Flat Concrete Tile Roofing
Cementitious Board & Batt Siding
Cementitious Horizontal Siding
Enhanced Head and Sill Trim

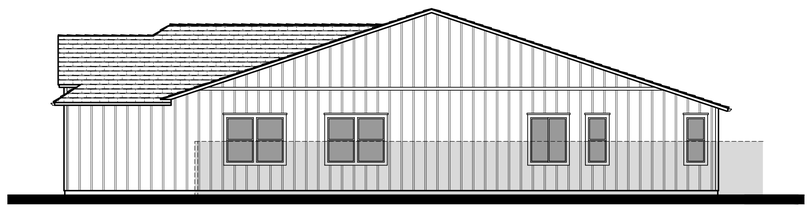


Front Elevation 8A - Farmhouse



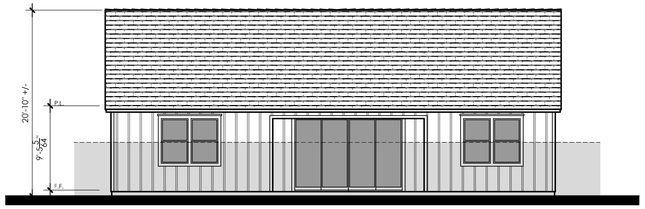

ROOF PLAN 8A
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



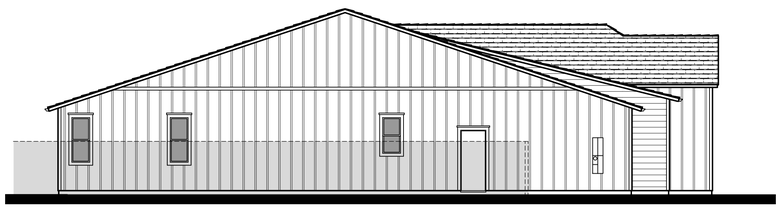
Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16

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**ARROYO LAGO - 59.5X97 LOTS**

SCHEMATIC DESIGN

0 2 4 8

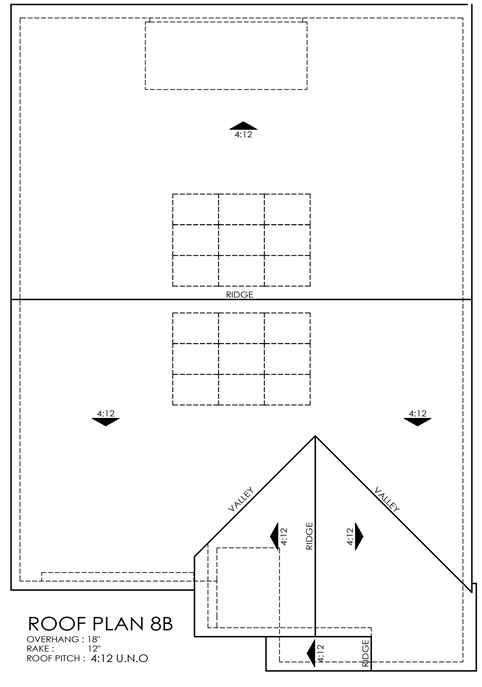
PLAN 8A - EXTERIOR ELEVATIONS

A8.2

8B - Material Legend:
Flat Concrete Tile Roofing
Cememtitious Lap Siding
Stone Veneer
Deocrative Post and Corbel
Decorative Gable End Detail
Enhanced Head and Sill Trim

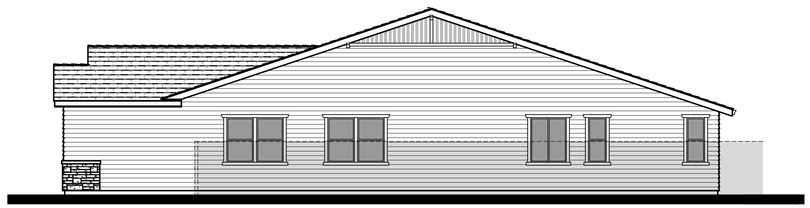


Front Elevation 8B - Craftsman



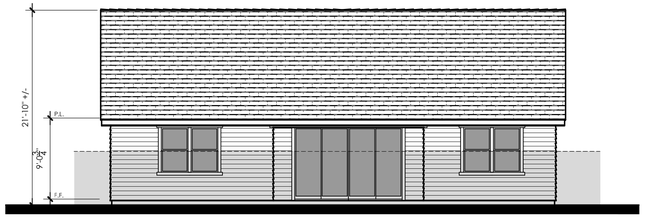

ROOF PLAN 8B
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 4:12 U.N.O

0 4 8 16



Right Elevation

0 4 8 16




Rear Elevation

0 4 8 16



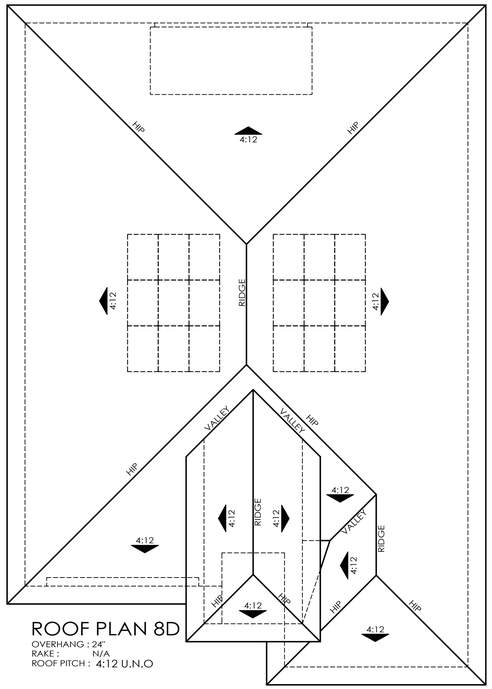
Left Elevation

0 4 8 16

8D - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Enhanced Head and Sill Trim
Decorative Coach Light

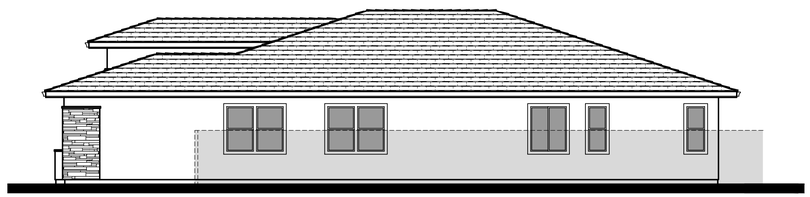


Front Elevation 8D - Modern Prairie



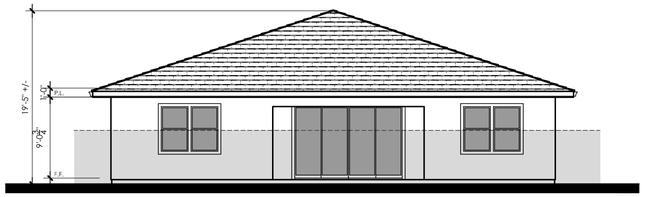

ROOF PLAN 8D
OVERHANG : 24"
RAKE : N/A
ROOF PITCH : 4:12 U.N.O

0 4 8 16



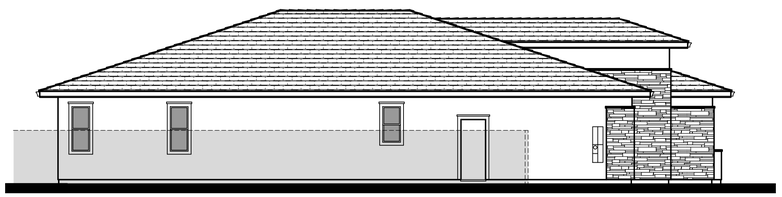
Right Elevation

0 4 8 16



Rear Elevation

0 4 8 16



Left Elevation

0 4 8 16

# Arroyo Lago - Alameda County, CA

## Exterior Color Palette

### 'A' - FARMHOUSE ELEVATIONS

| | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| ROOF MATERIAL: FLAT SLATE "BEL AIR" PROFILE | 4602 CONCORD BLEND | 4588 GARNET BROWN RANGE | 4595 DARK CHARCOAL | 4602 CONCORD BLEND | 4588 GARNET BROWN RANGE | 4595 DARK CHARCOAL |
| METAL ROOFING: | ZINC GRAY | WEATHERED COPPER | STORM GRAY | STORM GRAY | MIDNIGHT BRONZE | STORM GRAY |
| BATTEN BOARD SIDING 1 INCLUDING ADJACENT TRIM BOARDS | SW 7069 IRON ORE | SW 7012 CREAMY | SW 6000 SNOWFALL | SW 7018 DOVETAIL | SW 7047 PORPOISE | SW 9164 ILLUSIVE GREEN |
| BATTEN BOARD SIDING 2 INCLUDING ADJACENT TRIM BOARDS | SW 7005 PURE WHITE | SW 7012 CREAMY | SW 7074 SOFTWARE | SW 7029 AGREEABLE GRAY | SW 7543 AVENUE TAN | SW 6385 DOVER WHITE |
| FASCIA / EAVES / KNEEBRACES / CORBELS / TRIM 3 | SW 7006 EXTRA WHITE | SW 7675 SEALSKIN | SW 7006 EXTRA WHITE | SW 7006 EXTRA WHITE | SW 7042 SHOJI WHITE | SW 7004 SNOWBOUND |
| GARAGE DOORS | SW 7069 IRON ORE | SW 7675 SEALSKIN | SW 7006 EXTRA WHITE | SW 7643 PUSSYWILLOW | SW 7047 PORPOISE | SW 7004 SNOWBOUND |
| SHUTTERS | SW 7591 RED BARN | SW 6990 CAVIAR | SW 7006 EXTRA WHITE | SW 9182 ROJO MARRON | SW 7725 YEARLING | SW 7605 GALE FORCE |
| ENTRY DOORS | SW 7591 RED BARN | SW 6990 CAVIAR | SW 6041 OTTER | SW 9182 ROJO MARRON | SW 7725 YEARLING | SW 7605 GALE FORCE |

### 'B' - CRAFTSMAN ELEVATIONS

| | 7 | 8 | 9 | 10 | 11 | 12 |
|---|---|---|---|---|---|---|
| ROOF MATERIAL: FLAT SHAKE "PONDEROSA" PROFILE | 5671 VILLAGE BLEND | SCP 8804 HERSHEY BLEND | 5552 CANYON GRAY | 5552 CANYON GRAY | SCP 8804 HERSHEY BLEND | 5671 VILLAGE BLEND |
| LAP SIDING 1 INCLUDING ADJACENT TRIM BOARDS | SW 6079 DIVERSE BEIGE | SW 9182 ROJO MARRON | SW 7544 TENLAND | SW 6043 PERISTYLE BRASS | SW 6179 ARTICHOKE | SW 9045 ANTIQUARIAN BROWN |
| FASCIA / EAVES / KNEE BRACES / CORBELS / TRIM 1 | SW 6075 GARRET GRAY | SW 7032 WARMSTONE | SW 7048 URBANE BRONZE | SW 7068 GRIZZLE GRAY | SW 7035 AESTHETIC WHITE | SW 6078 REALIST BEIGE |
| GABLE SIDING INSET INCLUDING HORIZONTAL TRIM | SW 7508 TAVERN TAUPE | SW 7043 WORLDLY GRAY | SW 7541 GRECIAN IVORY | SW 7016 MINDFUL GRAY | SW 7035 AESTHETIC WHITE | SW 7507 STONE LION |
| GARAGE DOORS | SW 6075 GARRET GRAY | SW 7032 WARMSTONE | SW 7053 ADAPTIVE SHADE | SW 6172 HARDWARE | SW 7655 STAMPED CONCRETE | SW 7507 STONE LION |
| ENTRY DOORS | SW 2803 ROOKWOOD TERRA COTTA | SW 7675 SEALSKIN | SW 0032 NEEDLEPOINT NAVY | SW 7630 RAISIN | SW 7061 NIGHT OWL | SW 2740 MINERAL GRAY |
| STONE VENEER DRYSTACK TIGHTFIT INSTALLATION | SEQUOIA RUSTIC LEDGESTONE | BLACK RIVER STACKED STONE | ZINC EUROPEAN LEDGESTONE | CHAPEL HILL STACKED STONE | SARATOGA RUSTIC LEDGESTONE | COTTONWOOD EUROPEAN LEDGESTONE |

### 'C' - CONTEMPORARY FARMHOUSE ELEVATIONS

| | 13 | 14 | 15 | 16 | 17 | 18 |
|---|---|---|---|---|---|---|
| ROOF MATERIAL: FLAT SLATE "BEL AIR" PROFILE | 4595 DARK CHARCOAL | 4602 CONCORD BLEND | 4588 GARNET BROWN RANGE | 4595 DARK CHARCOAL | 4602 CONCORD BLEND | 4588 GARNET BROWN RANGE |
| METAL ROOFING: | STORM GRAY | MIDNIGHT BRONZE | WEATHERED COPPER | STORM GRAY | ZINC GRAY | WEATHERED COPPER |
| LAP SIDING INCLUDING ADJACENT TRIM BOARDS | SW 6252 ICE CUBE | SW 6215 ROCKY RIVER | SW 0008 CAJUN RED | SW 7592 CRABBY APPLE | SW 6523 DENIM | SW 9134 DELFT |
| STUCCO BODY | SW 6252 ICE CUBE | SW 9089 LLAMA WOOL | SW 7025 BACKDROP | SW 7641 COLANNADE GRAY | SW 7542 NATUREL | SW 7647 CRUSHED ICE |
| FASCIA / EAVES / CORBELS AT EYEBROW ROOF ONLY / TRIM 2 | SW 7005 PURE WHITE | SW 6990 CAVIAR | SW 7020 BLACK FOX | SW 7004 SNOWBOUND | SW 8917 SHELL WHITE | SW 7006 EXTRA WHITE |
| GARAGE DOORS | SW 7067 CITYSCAPE | SW 6170 TECHNO GRAY | SW 6082 COBBLE BROWN | SW 7069 IRON ORE | SW 7004 SNOWBOUND | SW 9124 VERDE MARRON |
| ENTRY DOORS | SW 7726 LEMON VERBENA | SW 2802 ROOKWOOD RED | SW 6473 SURF GREEN | SW 9135 WHIRLPOOL | SW 7076 CYBERSPACE | SW 9031 PRIMAVERA |

### 'D' - MODERN PRAIRIE ELEVATIONS

| | 13 | 14 | 15 |
|---|---|---|---|
| ROOF MATERIAL: COMP ROOF | THUNDERSTORM GRAY | WEATHERED WOOD | MOIRE BLACK |
| STUCCO BODY / TRIM / GARAGE DOOR | SW 7542 NATUREL | SW 6170 TECHNO GRAY | SW 7059 UNUSUAL GRAY |
| FASCIA / EAVES | SW 6174 ANDIRON | SW 6151 QUIVER TAN | SW 6990 CAVIAR |
| TRIM WHERE NOTED | SW 7046 ANONYMOUS | SW 0050 CLASSIC LIGHT BUFF | SW 7068 GRIZZLE GRAY |
| ENTRY DOORS | SW 6111 COCONUT HUSK | SW 2849 WESTCHESTER GRAY | SW 6131 CHAMOIS |
| STONE VENEER TIGHFIT DRYSTACK INSTALL | WHITECAP LEDGECUT 33 | SAGE LEDGECUT 33 | ZINC EURO LEDGESTONE |


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330 LAND COMPANY, LLC


ARROYO LAGO

SCHEMATIC DESIGN

0 2 4 8

COLOR MATERIAL BOARD

A10.0



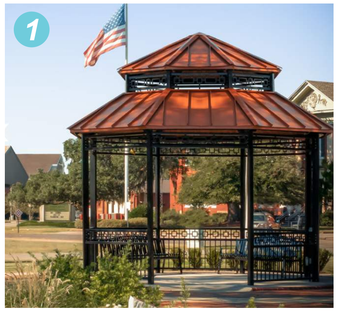













*Lagerstroemia 'Muskogee'*
Crape Myrtle

*Rhaphiolepis 'Majestic Beauty'*
Indian Hawthorn

*Cercis occidentalis*
Western Redbud

*Photinia fraseri*
Red Tip Photinia

*Pistachia chinensis*
Chinese Pistache

*Tilia cordata*
Littleleaf Linden

*Quercus spp.*
Native Oak Species

*Ulmus parvifolia*
Chinese Elm

1. PARK ENLARGEMENT SEE NEXT PAGE
2. ORNAMENTAL FENCE AT TRAIL EDGE
3. STREET TREES/FRONT YARD TREES
4. MONUMENT SIGN
5. HYDROSEED
6. STREET TREES TO MATCH ADJACENT PROPERTY TO BUSCH RD.
7. MEDIAN TREES ON BUSCH RD.

0 30' 60' 120'

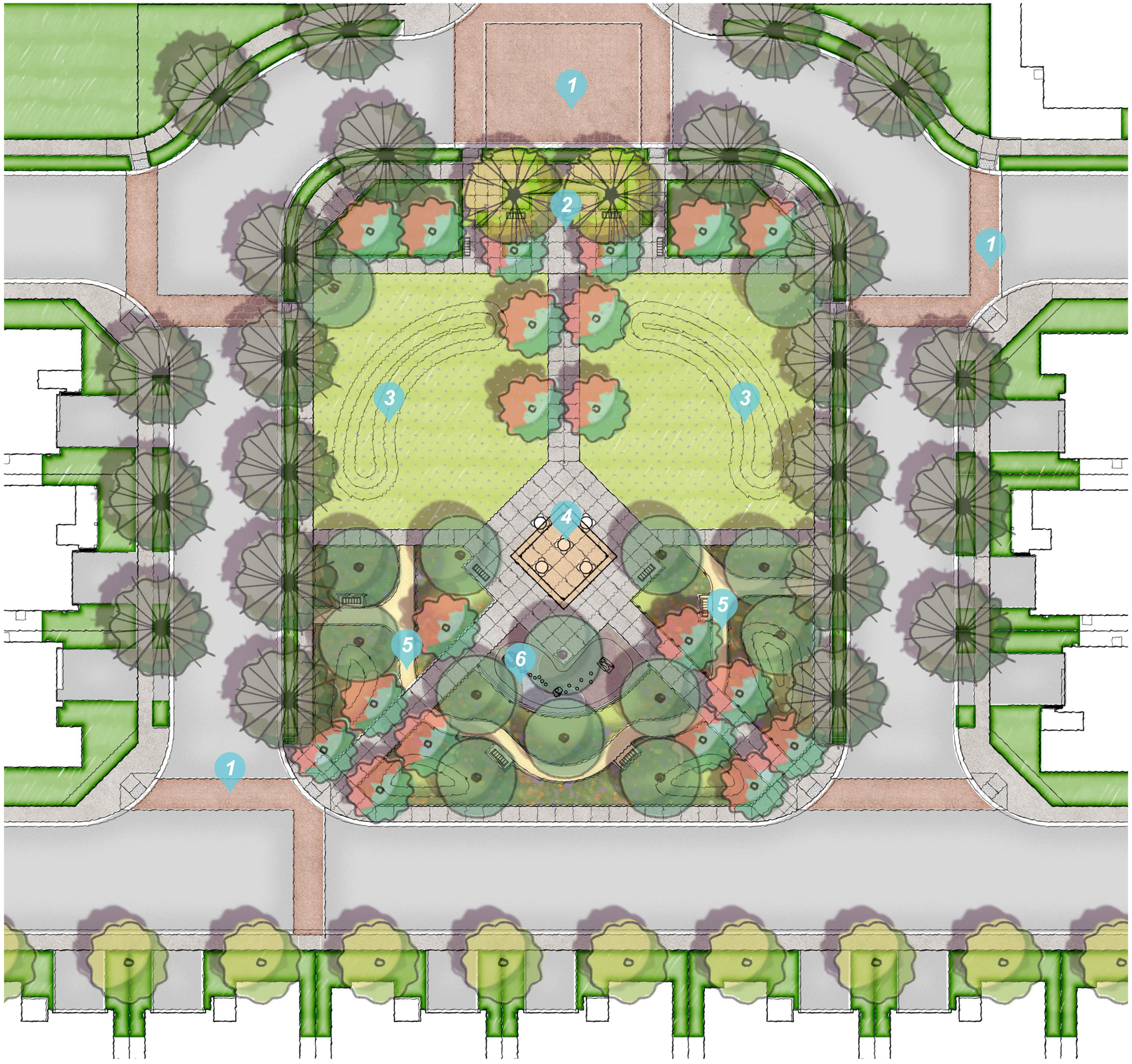
GATES +ASSOCIATES

**ARROYO LAGO**

PLEASANTON, CALIFORNIA

**CONCEPT PLAN**
FEBRUARY 2026

**L-1**




1. ACCENT PAVING
2. ENTRY PLAZA
3. BERMED LAWN
4. CENTER PICNIC PLAZA WITH SHADE STRUCTURE AND SEATING
5. GARDEN WITH DECOMPOSED GRANITE PATH AND SEATING
6. NATURAL PLAY TOT LOT














0 8' 16' 32'

GATES +ASSOCIATES

**ARROYO LAGO**

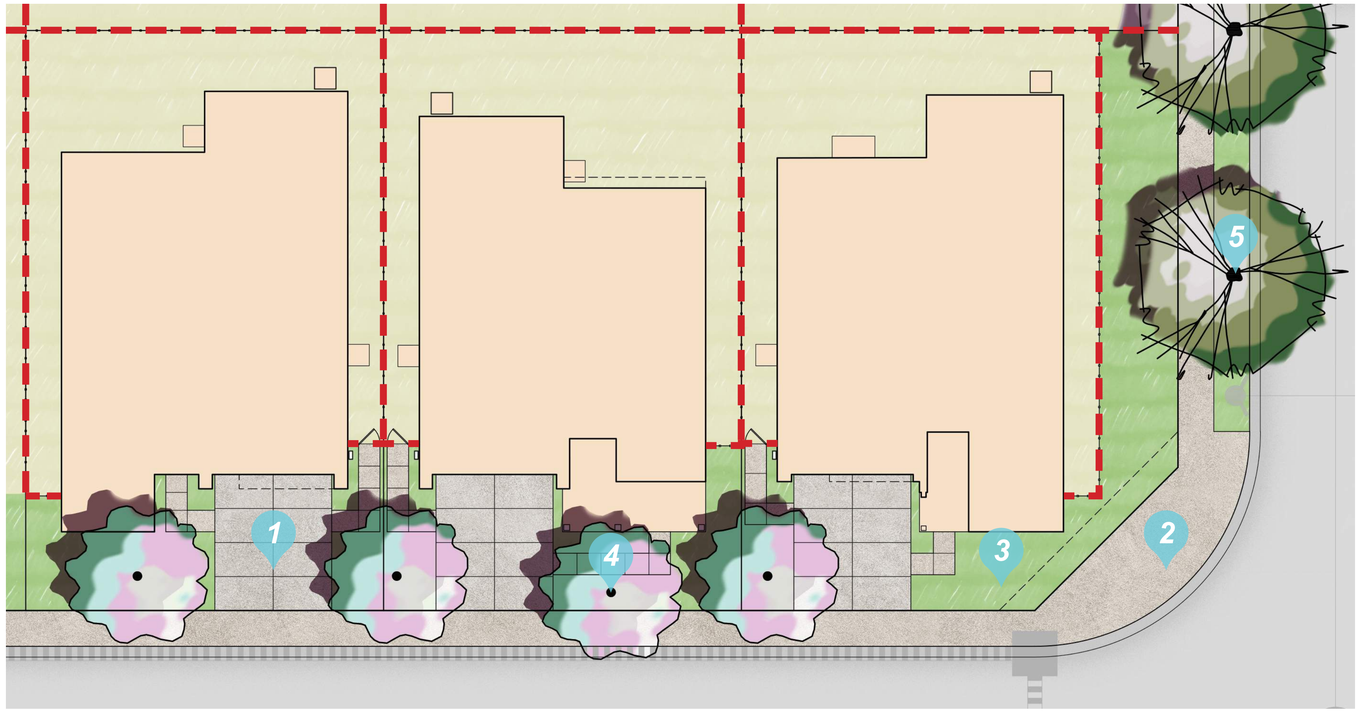
PLEASANTON, CALIFORNIA

**PARK ENLARGEMENT PLAN**

FEBRUARY 2026

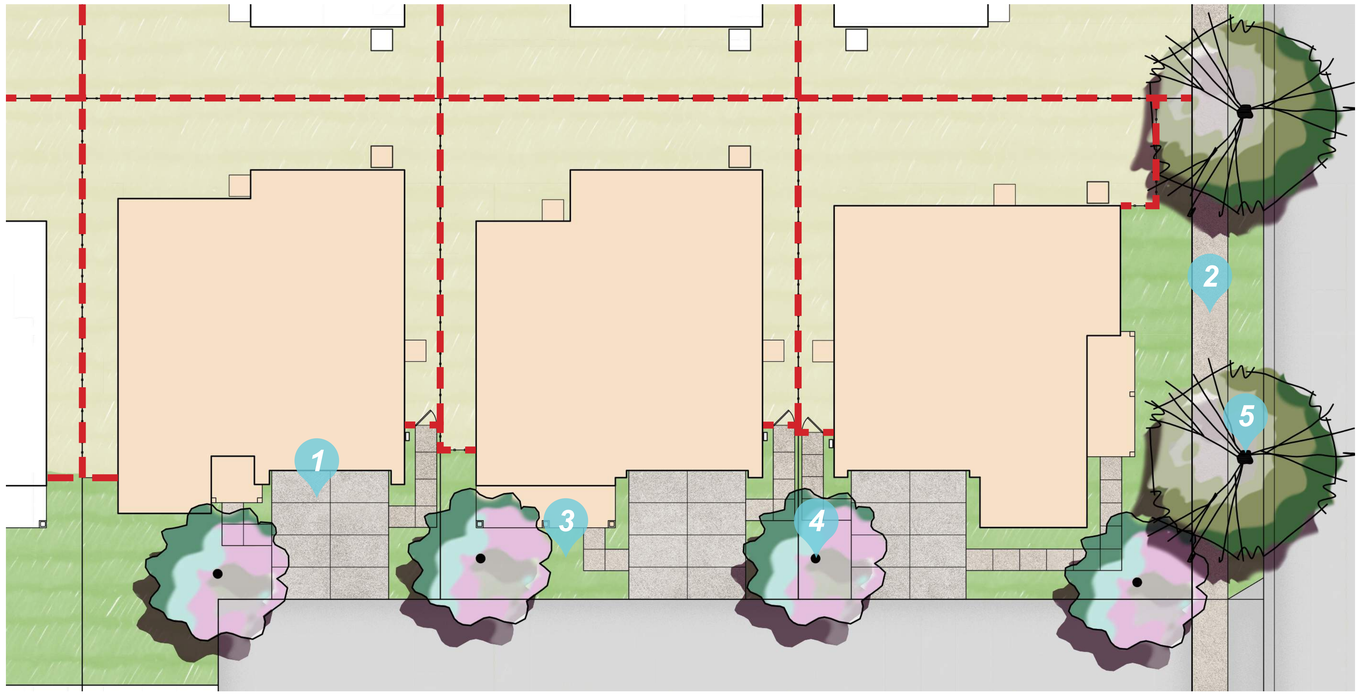
**L-2**

1 DRIVEWAYS
2 PUBLIC SIDEWALK
3 FRONT YARD LANDSCAPING
4 ACCENT TREES
5 STREET TREES
6' GOOD NEIGHBOR FENCE



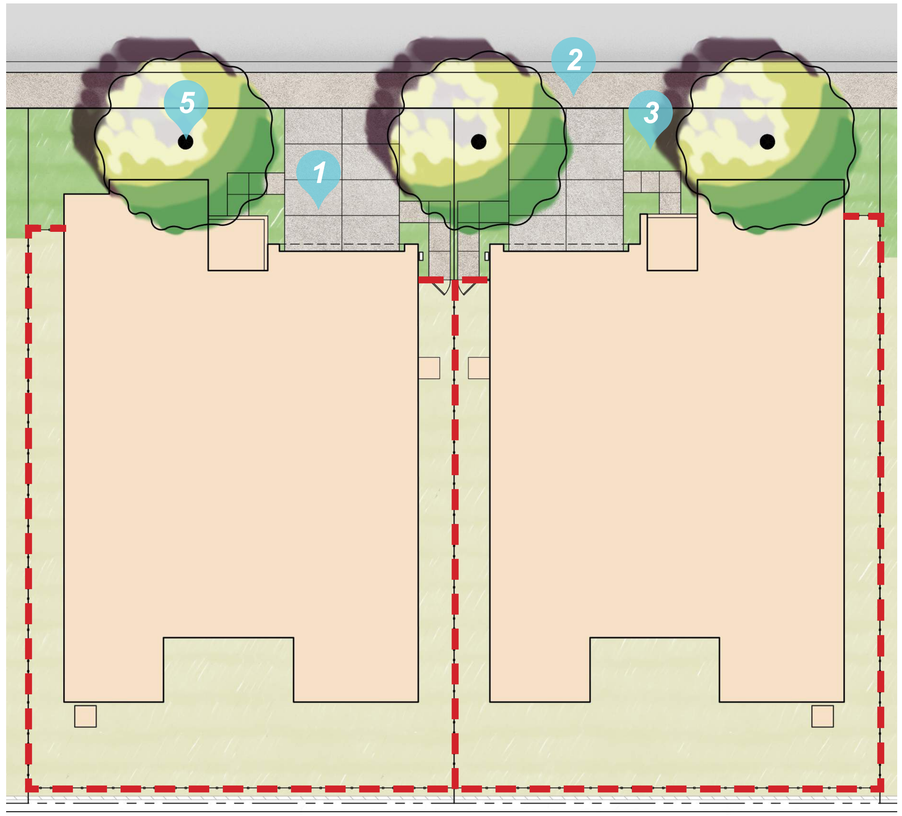

ENLARGEMENT A (LOT SIZE 50' X 80')

0 5' 10' 20'



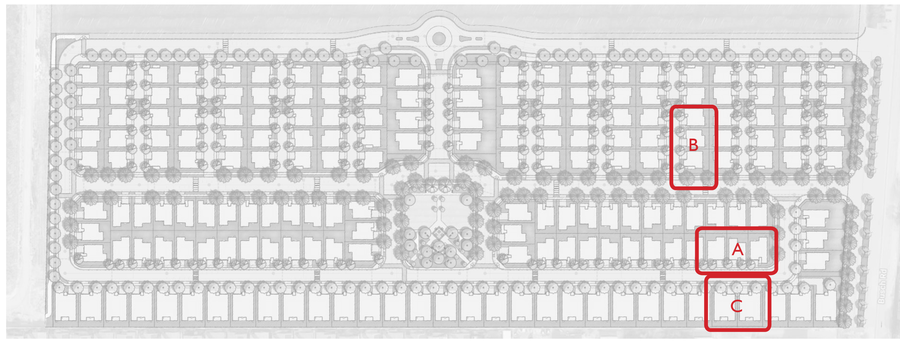

ENLARGEMENT B (LOT SIZE 50' X 70')

0 5' 10' 20'




ENLARGEMENT C (LOT SIZE 49.5' X 95')

0 5' 10' 20'




GATES +ASSOCIATES

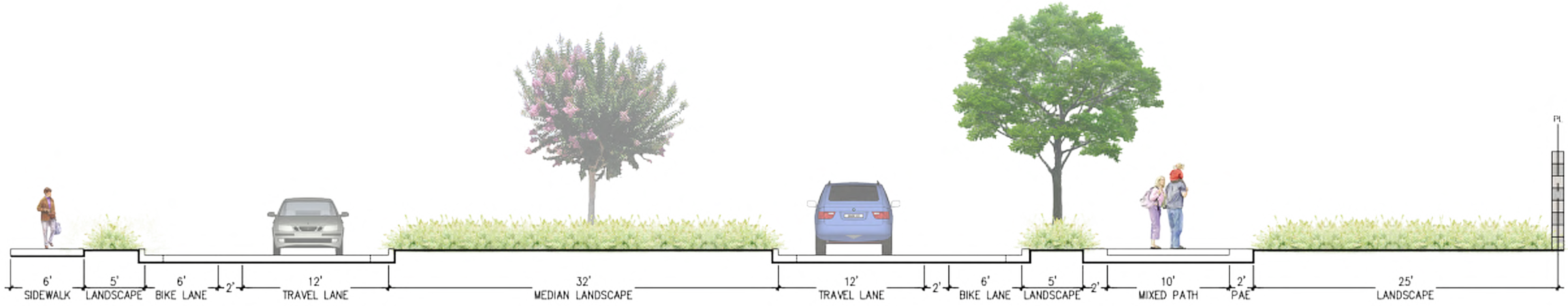
**ARROYO LAGO**

PLEASANTON, CALIFORNIA

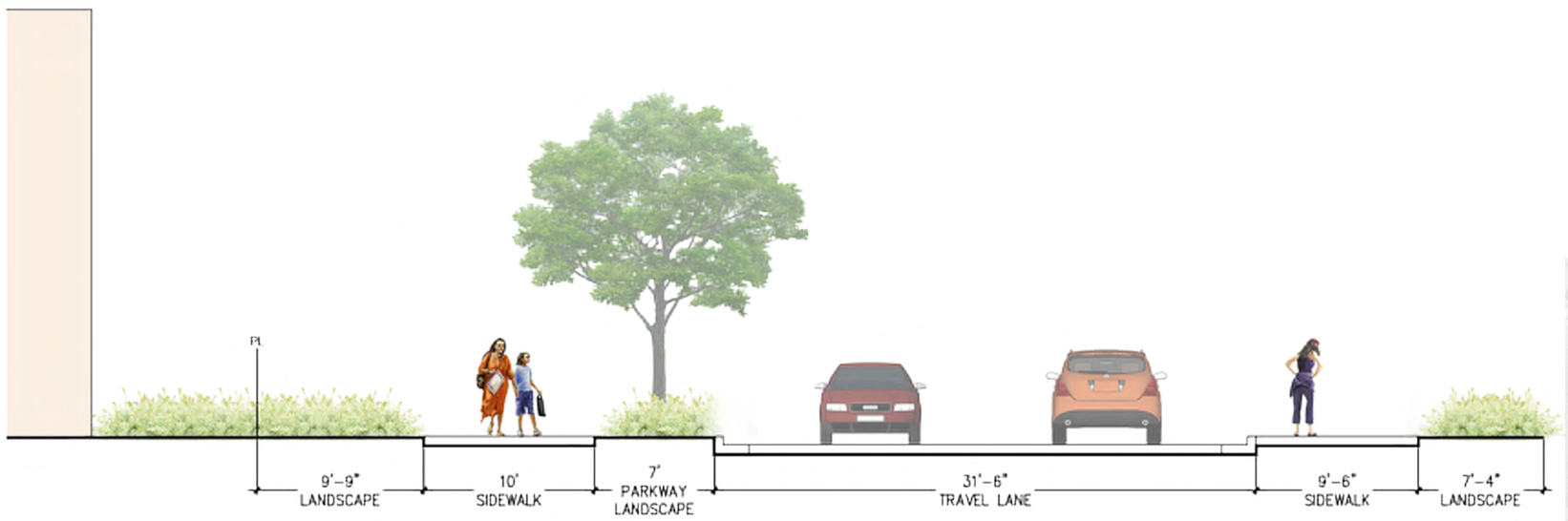
**ENLARGEMENT PLAN - TYPICALS**

FEBRUARY 2026

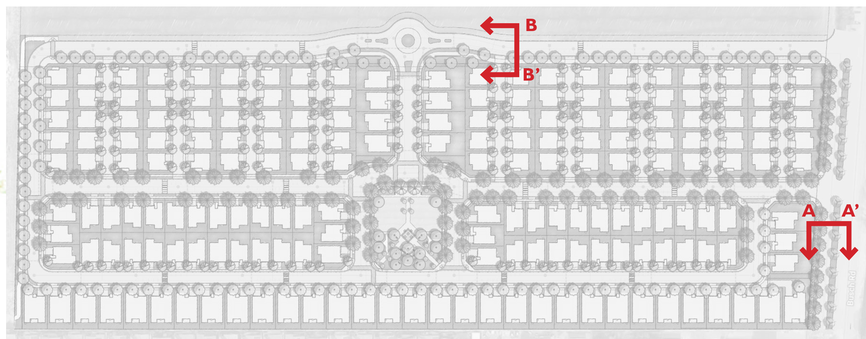
**L-3**

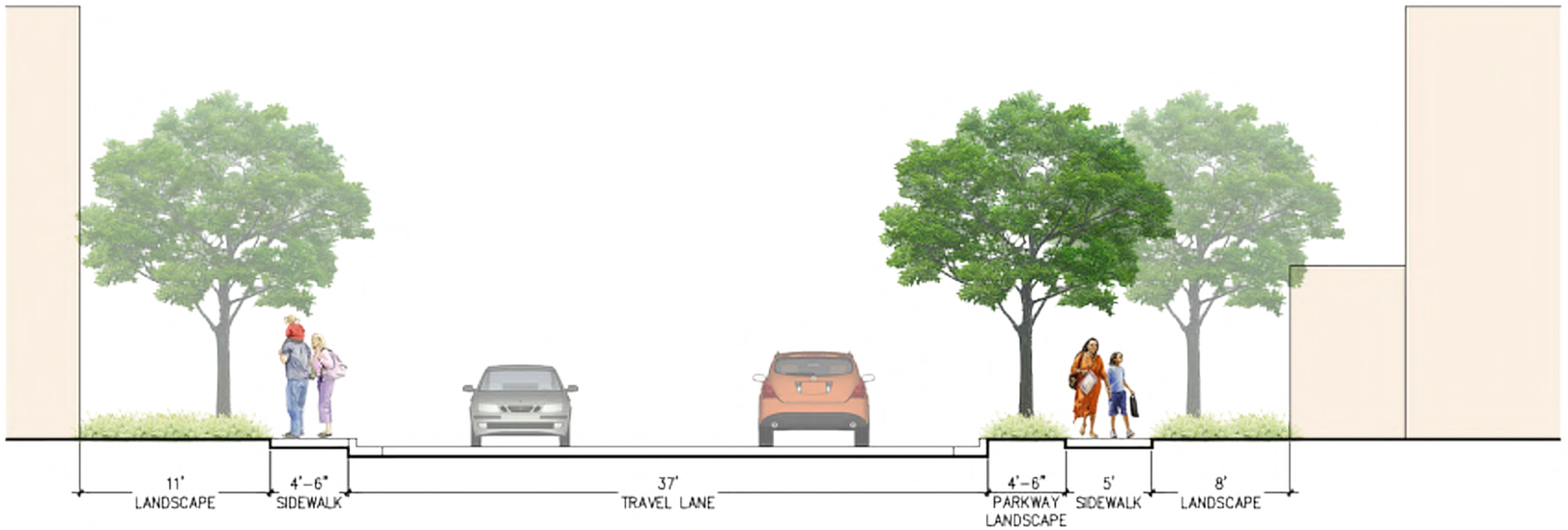



SECTION A-A'
SCALE: 1/4" = 1' - 0"

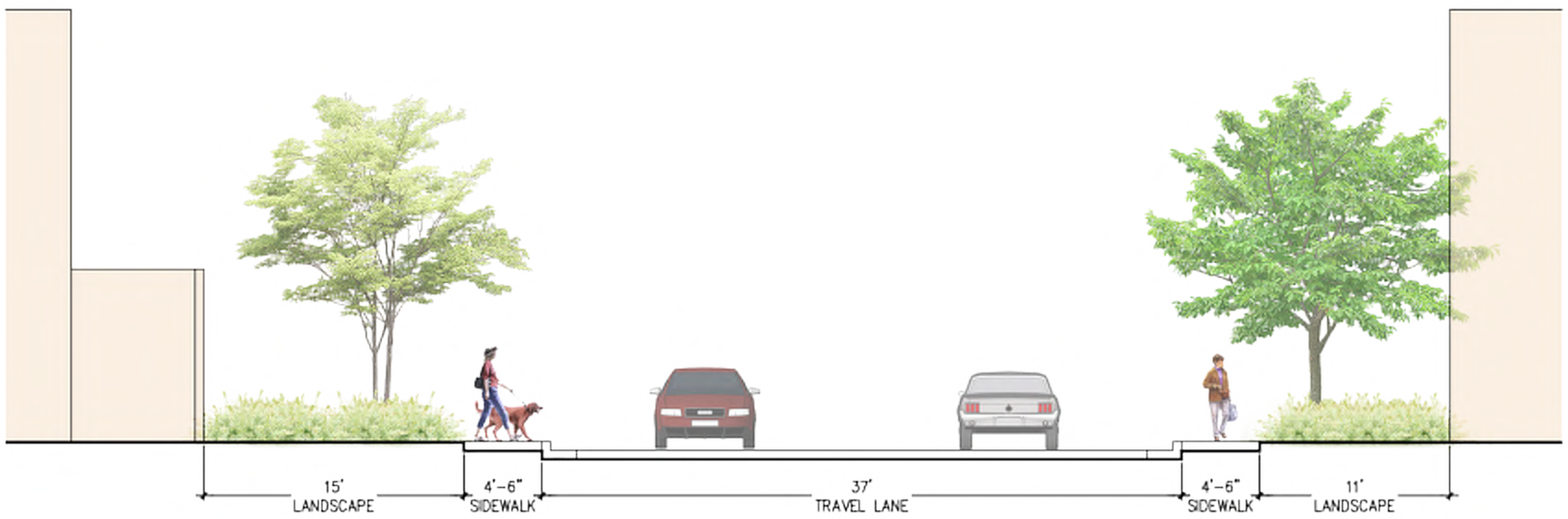



SECTION B-B'
SCALE: 1/4" = 1' - 0"

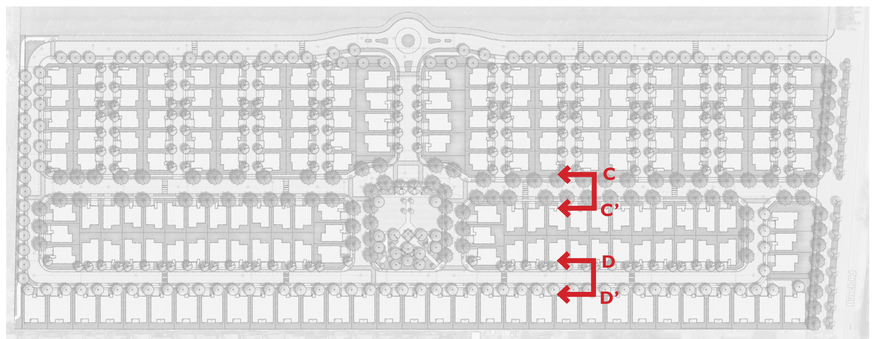





SECTION C-C'
SCALE: 1/4" = 1' - 0"




SECTION D-D'
SCALE: 1/4" = 1' - 0"



## TREES



*Cercis occidentalis*
Western Redbud



*Lagerstroemia 'Muskogee'*
Crape Myrtle



*Photinia fraseri*
Red Tip Photinia



*Pistachia chinensis*
Chinese Pistache



*Quercus spp.*
Native Oak Species



*Rhaphiolepis 'Majestic Beauty'*
Indian Hawthorn



*Tilia cordata*
Littleleaf Linden

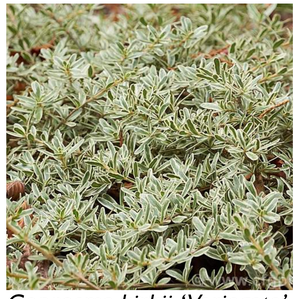


*Ulmus parvifolia*
Chinese Elm

## SHRUB AND GROUNDCOVERS



*Calamagrostis x a. 'Karl Forester'*
Feather Reed Grass



*Coprosma kirkii 'Variegata'*
Striped Coprosma



*Dietes grandiflora* 'Variegata'
Fortnight Iris



*Erigeron karvinskianus*
Mexican Daisy



*Festuca mairei*
Atlas Fescue



*Lavandula augustifolia*
Lavender



*Lomandra logifolia 'Breeze'*
Breeze Dwarf Mat Rush



*Muhlenbergia capillaris*
Pink Cloud Muhly Grass



*Rosmarinus spp.*
Rosemary



*Salvia l. 'Santa Barbara'*
Mexican Bush Sage

# WATER USE ESTIMATION

| WATER TYPE | POTABLE |
|---|---|
| SITE ETO= | 46.2 |

**REGULAR LANDSCAPE AREAS**

| HYDROZONE # | HYDROZONE NAME | PLANT WATER USE TYPE | PLANT FACTOR (PF) | IRRIGATION METHOD | IRRIGATION EFFICIENCY | ETAF (PF/IE) | AREA (SQ. FT) (HA) | ETAF X AREA (HA) | ETWU (GAL/YR) | ACRE FEET/ YEAR | HCF/ YEAR | PERCENTAGE OF LANDSCAPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | MIXED LANDSCAPE-L | LOW | 0.3 | DRIP | 0.81 | 0.37 | 147,709 | **54,707** | 1,567,028 | 4.81 | 2,094.96 | 91% |
| 2 | MIXED LANDSCAPE - M | MOD | 0.5 | DRIP | 0.81 | 0.62 | 2,015 | **1,244** | 35,628 | 0.11 | 47.63 | 1% |
| 3 | LAWN - H | HIGH | 0.7 | SPRAY | 0.75 | 0.93 | 11,796 | **11,010** | 315,359 | 0.97 | 421.60 | 7% |
| | | | | | | | | | | | | |
| | | | | | TOTALS | | **161,520** | **66,960** | **1,918,016** | **5.89** | **2,564.19** | **100%** |

**SPECIAL LANDSCAPE AREAS**

| HYDROZONE # | HYDROZONE NAME | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | | | 1 | | | | | | | 0% |
| | | TOTALS | | 0 | | | | | | **0%** |

| | | |
|---|---|---|
| MAWA | GALLONS/YR | 2,544,618 |
| | ACRE FEET/YR | 7.81 |
| | HCF/YR | 3,401.90 |

| | | |
|---|---|---|
| ETWU | GALLONS/YR | 1,918,016 |
| | ACRE FEET/YR | 5.89 |
| | HCF/YR | 2,564.19 |

| SITE IRRIGATION EFFICIENCY | SITE PLANT FACT0R | MAWA COMPLIANT |
|---|---|---|
| 80.6% | 0.33 | YES |

| ETAF Calculations | |
|---|---|
| **REGULAR LANDSCAPE AREAS** | |
| TOTAL ETAF x AREA | 66,960 |
| TOTAL AREA | 161,520 |
| AVG. ETAF | 41.46% |

| MAWA FORMULA |
|---|
| MAXIMUM APPLIED WATER ALLOWANCE (MAWA) GALLONS PER YEAR |
| MAWA = (ETo)(0.62)[(LA x 0.55) + (0.45 x SLA)] |

ETo = REFERENCE EVAPOTRANSPIRATION

0.55= ET ADJUSTMENT FACTOR

LA=LANDSCAPED AREA (SQUARE FEET)

0.62 = CONVERSION FACTOR (GALLONS/SQ.FT/YR)

PLANS WILL COMPLY WITH THE CITY OF PLEASANTON WATER EFFICIENT LANDSCAPE ORDINANCE

| ETWU FORMULA |
|---|
| ESTIMATED TOTAL WATER USE (ETWU) GALLONS PER YEAR |
| ETWU= ((ETO)(.62)(ETAF x LA)) |

ETo = REFERENCE EVAPOTRANSPIRATION

PF = PLANT FACTOR FOR HYDROZONES

HA = HYDROZONE AREA (SQ.FT)

0.62 = CONVERSION FACTOR (GALLONS/SQ.FT/YR)

IE = IRRIGATION EFFICIENCY (0.81)-BUBBLER/DRIP

IE = IRRIGATION EFFICIENCY (0.75)-ROTORS/SPRAY

## FENCING



Play Fencing



Good Neighbor Fencing

## MATERIALS



Accent Paving at Crossing





Decomposed Granite

## FURNISHING



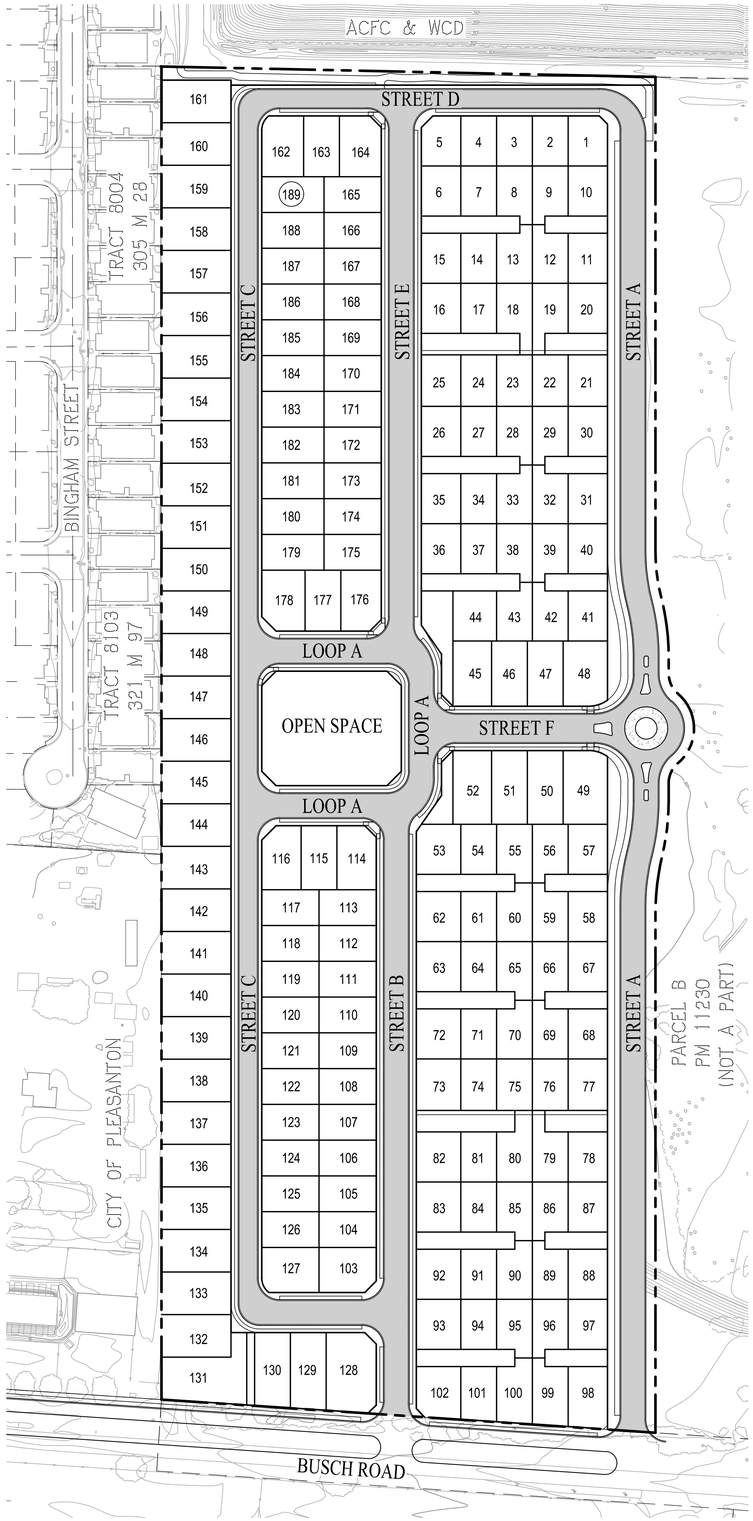
Bench Lakeside Landscape Forms Backless



Bench Lakeside Landscape Forms



Table Carousel Landscape Forms




## GENERAL NOTES

1. DEVELOPER: 330 LAND COMPANY, LLC
16381 SCIENTIFIC WAY
IRVINE, CA 92618
(925)-368-3128
STEVE REILLY

2. OWNER: USL PLEASANTON LAKES, L.P.
999 BAKER WAY, SUITE 200
SAN MATEO, CA, 94404

3. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC.
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CA 94583
(925)-866-0322
LEE ROSENBLATT, R.C.E 65469

4. GEOTECHNICAL ENGINEER: ENGEO
2010 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583
(925)-866-9000
BROOKS RAMSDELL, CEG

5. ASSESSORS PARCEL NO.: 946-4634-001 & 946-4634-002 (PORTION)

6. SITE ADDRESS: 3030 MOHR AVENUE

7. SITE AREA: 26.6± ACRES (946-4634-001)
3.4± ACRES (PORTION OF 946-4634-002)
**30.0± ACRES (TOTAL)**

8. EXISTING GENERAL PLAN: EAST COUNTY AREA PLAN – MEDIUM DENSITY RESIDENTIAL (ALAMEDA COUNTY)

9. PROPOSED GENERAL PLAN: MDR – MEDIUM-DENSITY RESIDENTIAL (CITY OF PLEASANTON)

10. EXISTING ZONING: AGRICULTURE

11. PROPOSED ZONING: PUD – PLANNED UNIT DEVELOPMENT

12. DWELLING UNITS: 189 SINGLE FAMILY HOMES

13. BENCHMARK: AN NGS BRASS DISK SET IN BRIDGE SIDEWALK, DESIGNATION P 929 RESET, PID AJ8711, HAVING AN NGVD29 PUBLISHED ELEVATION OF 361.6 FEET.
CONVERSION FACTOR EQUATION: NAVD88 = NGVD29 + 2.76'

14. STREETS: ALL STREETS WITHIN THE SUBDIVISION INCLUDING STREET A (ADJACENT N/S STREET) WILL BE PUBLIC STREETS MAINTAINED BY CITY OF PLEASANTON. DRIVE AISLES WILL BE PRIVATE AND MAINTAINED BY THE HOA.

15. FLOOD ZONE: ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
FLOOD INSURANCE RATE MAP, MAP NUMBER 06001C0336G.

DATED: AUGUST 3, 2009

16. WATER: PUBLIC-CITY OF PLEASANTON

17. SANITARY SEWER: PUBLIC-CITY OF PLEASANTON

18. STORM DRAIN: PRIVATE-HOA

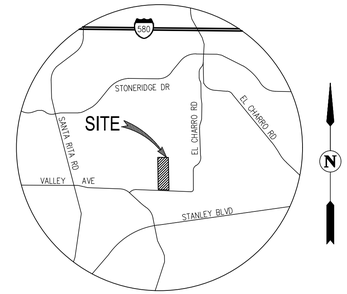
19. GAS & ELECTRIC: PG&E

20. TELEPHONE: AT&T / COMCAST

21. DIMENSIONS: ALL DIMENSIONS SHOWN ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN AND MAPPING.

## ABBREVIATIONS

| | |
|---|---|
| CL | CENTERLINE |
| BD | BOUNDARY |
| EX | EXISTING |
| FC | FACE OF CURB |
| FL | FLOW LINE |
| INV | INVERT |
| HP | HIGH POINT |
| L | LENGTH |
| LF | LINEAR FEET |
| LP | LOW POINT |
| LS | LANDSCAPE |
| OB | OVER-BUILD |
| PL | PROPERTY LINE |
| PSE | PUBLIC SERVICE EASEMENT |
| R | RADIUS |
| R/W | RIGHT-OF-WAY |
| S | SLOPE |
| SD | STORM DRAIN |
| SS | SANITARY SEWER |
| SW | SIDEWALK |
| TC | TOP OF CURB |
| W | WATER |




VICINITY MAP
NOT TO SCALE

## LEGEND

| EXISTING | PROPOSED | DESCRIPTION |
|---|---|---|
| | | PROJECT BOUNDARY |
| | | CURB, GUTTER AND SIDEWALK |
| | | CENTERLINE |
| | | RIGHT OF WAY |
| | | LOT LINE |
| x 165.0 | x 165.0 | SPOT ELEVATIONS |
| EX SD | SD | STORM DRAIN LINE (PRIVATE) |
| EX SS | SS | SANITARY SEWER (PUBLIC) |
| EX W | W | WATER (PUBLIC) |
| | | SANITARY SEWER MANHOLE |
| | | STORM DRAIN MANHOLE |
| | | CURB INLET |
| | | FIELD INLET |
| | | FIRE HYDRANT |
| | | STREETLIGHT |
| | 20 / PARCEL A | LOT NUMBER / PARCEL NUMBER |
| | P | PAD ELEVATION |
| | 0.50% | APPROXIMATE STREET SLOPE |
| | | OVERLAND RELEASE |

| SHEET LIST TABLE | |
|---|---|
| SHEET NO. | SHEET TITLE |
| C0.0 | TITLE SHEET |
| C1.0 | EXISTING CONDITIONS |
| C2.1 | SITE PLAN |
| C2.2 | SITE PLAN |
| C3.1 | GRADING PLAN |
| C3.2 | GRADING PLAN |
| C4.1 | UTILITY PLAN |
| C4.2 | UTILITY PLAN |
| C5.1 | OVERALL OFFSITE UTILITY PLAN |
| C5.2 | OFFSITE GRADING AND DRAINAGE PLAN AND STORMWATER CONTROL PLAN |
| C5.3 | OFFSITE UTILITY PLAN – MOHR AVENUE CONNECTION |

# VESTING TENTATIVE MAP - TRACT 8423

# TITLE SHEET

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: JANUARY 2026

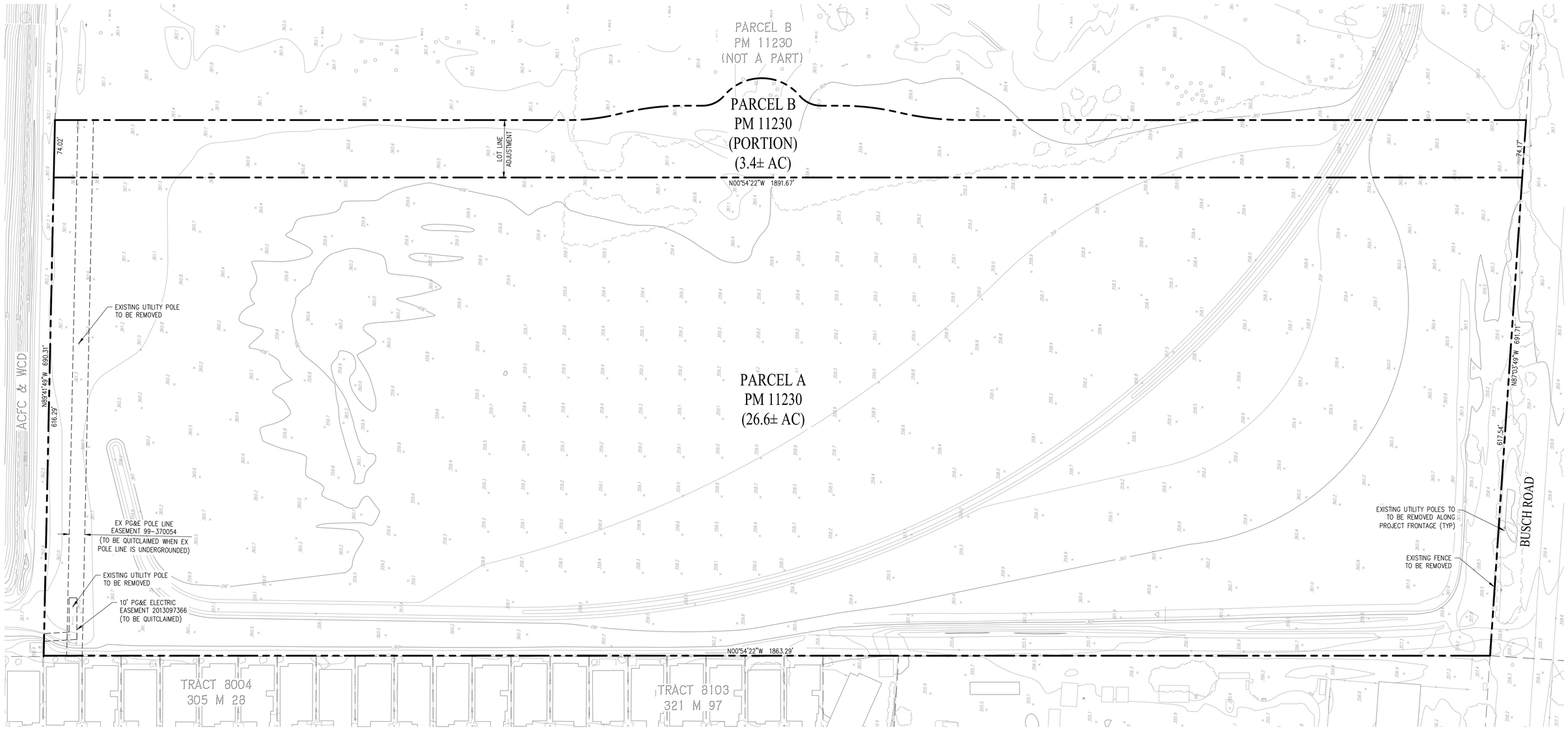
0 100 200 300

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JOB NO.: 3435-010

SHEET NO. C0.0 OF 11 SHEETS

F:\3435-010\ACAD\TM\C0.0.DWG




# VESTING TENTATIVE MAP - TRACT 8423

# EXISTING CONDITIONS

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 60' DATE: JANUARY 2026

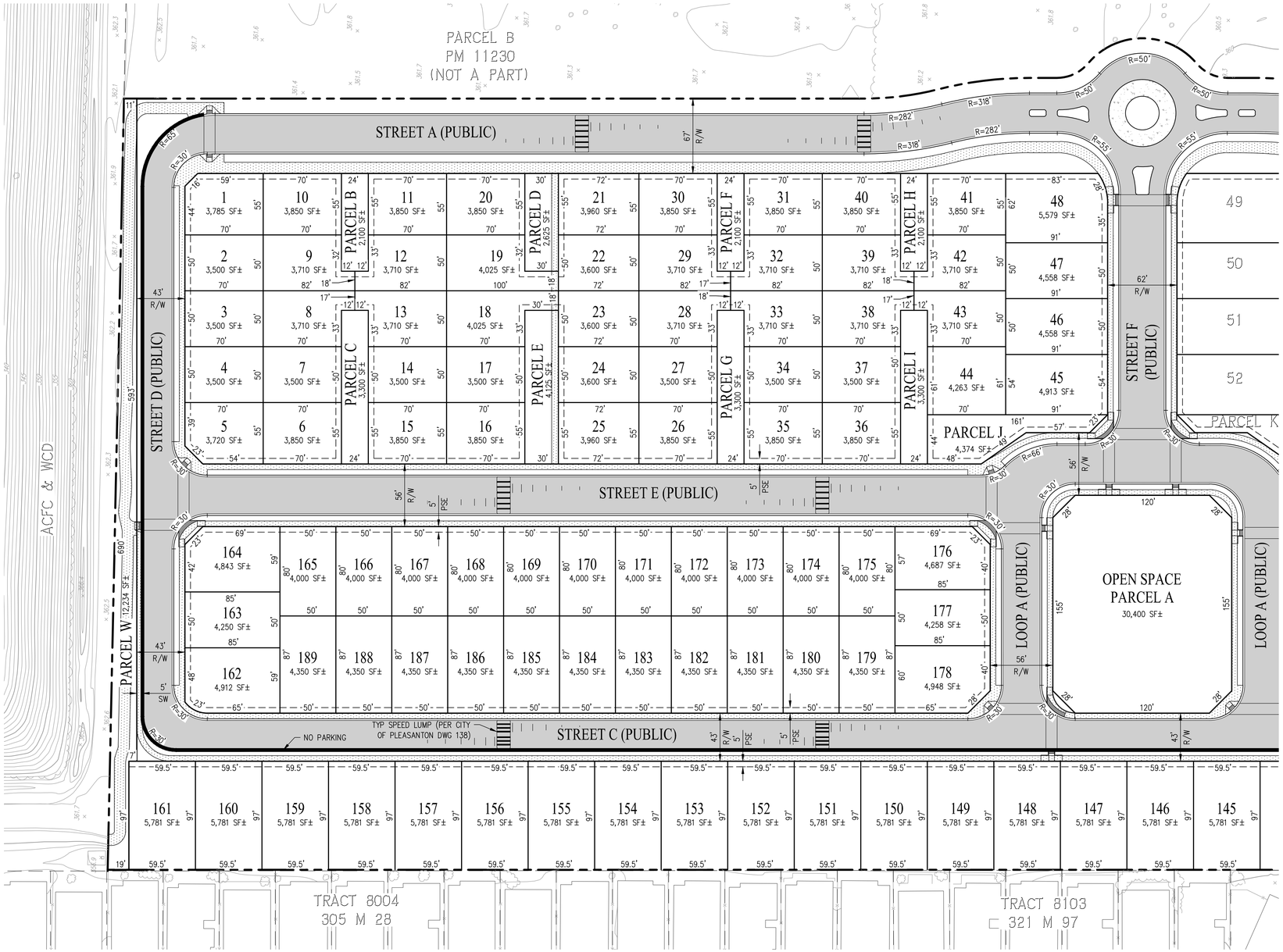
0 60 120 180

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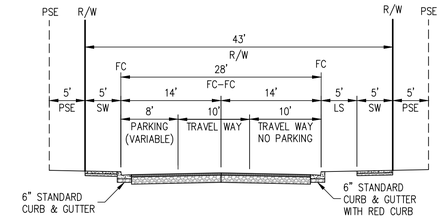
SHEET NO.
C1.0
OF 11 SHEETS

JOB NO.: 3435-010

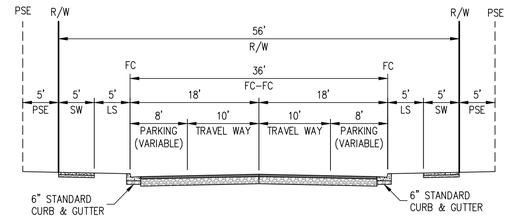
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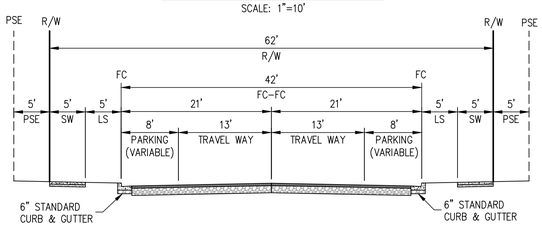

SEE SHEET C2.2



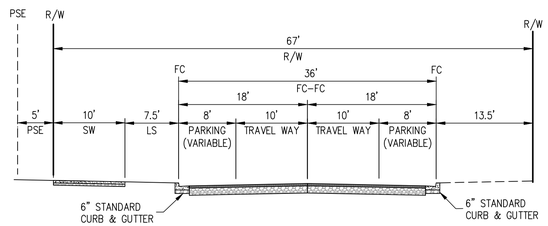

TYPICAL SECTION
(43' PUBLIC RIGHT OF WAY)
SCALE: 1"=10'




TYPICAL SECTION
(56' PUBLIC RIGHT OF WAY)
SCALE: 1"=10'




TYPICAL SECTION
(62' PUBLIC RIGHT OF WAY)
SCALE: 1"=10'

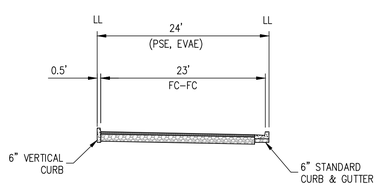



TYPICAL SECTION
(67' PUBLIC RIGHT OF WAY*)
SCALE: 1"=10'

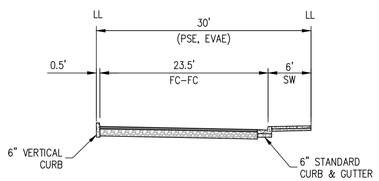
*NOTE:
RIGHT OF WAY INCREASES AT AND AROUND ROUNDABOUT

| PARCEL | PARCEL AREA (SF) |
|---|---|
| PARCEL A | 30,400 |
| PARCEL B | 2,100 |
| PARCEL C | 3,300 |
| PARCEL D | 2,625 |
| PARCEL E | 4,125 |
| PARCEL F | 2,100 |
| PARCEL G | 3,300 |
| PARCEL H | 2,100 |
| PARCEL I | 3,300 |
| PARCEL J | 4,374 |
| PARCEL W | 12,234 |

NOTES:
1. SEE STREET SECTIONS FOR LOCATIONS OF PROPOSED STREET PARKING. PROPOSED PARKING SHALL NOT INTERFERE WITH DRIVEWAY APPROACHES OR FIRE HYDRANTS.
2. ALL STRUCTURES WILL BE EQUIPPED WITH FIRE SPRINKLERS.
3. PARCELS B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, & W SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE HOA. EACH PARCEL LISTED PREVIOUSLY SHALL HAVE A PSE AND EVAE.




TYPICAL SECTION
(24' PRIVATE DRIVE AISLE)
SCALE: 1"=10'




TYPICAL SECTION
(30' PRIVATE DRIVE AISLE)
SCALE: 1"=10'

# VESTING TENTATIVE MAP - TRACT 8423

# SITE PLAN

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: JANUARY 2026

0 50 100 150

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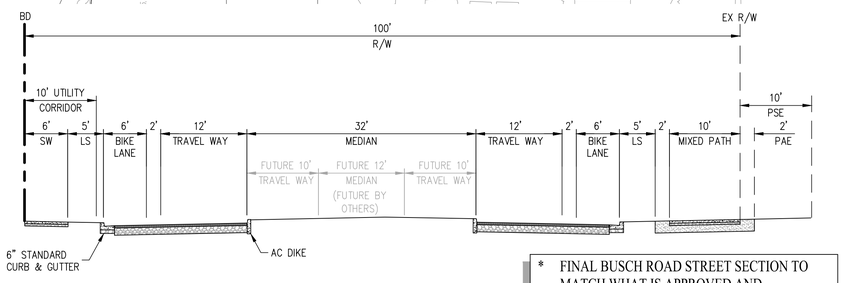
JOB NO.: 3435-010

SHEET NO. C2.1 OF 11SHEETS

F:\3435-010\ACAD\TM\C2.1.DWG




| PARCEL | PARCEL AREA (SF) |
|---|---|
| PARCEL A | 30,400 |
| PARCEL K | 2,092 |
| PARCEL L | 2,100 |
| PARCEL M | 3,300 |
| PARCEL N | 2,100 |
| PARCEL O | 3,300 |
| PARCEL P | 2,625 |
| PARCEL Q | 4,125 |
| PARCEL R | 2,100 |
| PARCEL S | 3,300 |
| PARCEL T | 2,100 |
| PARCEL U | 3,300 |
| PARCEL V | 1,123 |




BUSCH ROAD *
SCALE: 1"=10'

* FINAL BUSCH ROAD STREET SECTION TO MATCH WHAT IS APPROVED AND COORDINATED AS A PART OF THE VILLAGES AT THE QUARRY PROJECT'S IMPROVEMENT PLANS TO THE SOUTH.

NOTES:
1. SEE STREET SECTIONS FOR LOCATIONS OF PROPOSED STREET PARKING. PROPOSED PARKING SHALL NOT INTERFERE WITH DRIVEWAY APPROACHES OR FIRE HYDRANTS.
2. ALL STRUCTURES WILL BE EQUIPPED WITH FIRE SPRINKLERS.
3. PARCELS B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, & W SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE HOA. EACH PARCEL LISTED PREVIOUSLY SHALL HAVE A PSE AND EVAE.

# VESTING TENTATIVE MAP - TRACT 8423

# SITE PLAN

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: JANUARY 2026

0 50 100 150

JOB NO.: 3435-010

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SHEET NO. C2.2 OF 11SHEETS

F:\3435-010\ACAD\TM\C2.2.DWG

SEE SHEET C5.1 FOR OFFSITE UTILITIES

PARCEL B
PM 11230
(NOT A PART)

OVERLAND RELEASE (TYP)

STREET A

STREET D

STREET E

STREET C

STREET F

LOOP A

PARCEL A
OPEN SPACE

ACFC & WCD

SEE SHEET C3.2

SEE SHEET C5.3 FOR OFFSITE UTILITIES AND OVERLAND RELEASE NOTES

TRACT 8004
305 M 28

TRACT 8103
321 M 97

BINGHAM STREET

1.5' MAX RET WALL

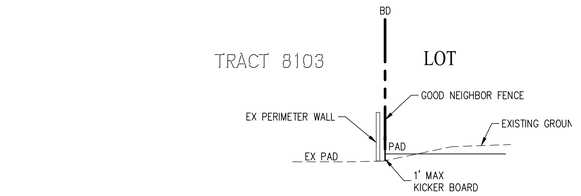
2.0' MAX RET WALL

2.5' MAX RET WALL

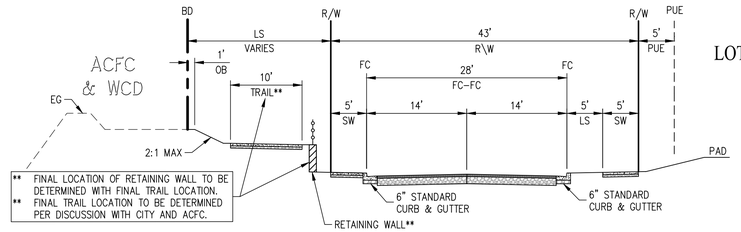
4.0' MAX RET WALL

0'-6' RET WALL

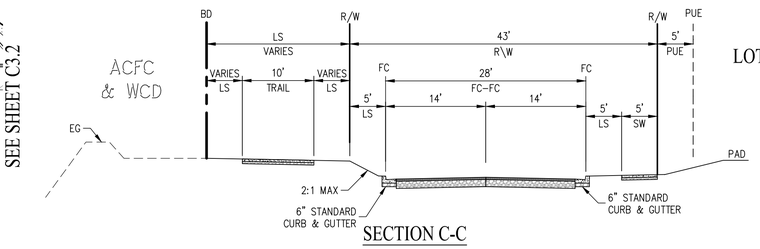
OVERLAND RELEASE SDCB



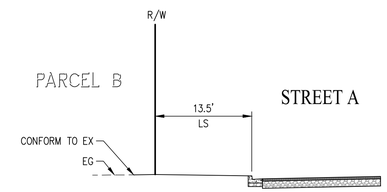

SECTION A-A
SCALE: 1"=10'




SECTION B-B
SCALE: 1"=10'




SECTION C-C
SCALE: 1"=10'




SECTION D-D
SCALE: 1"=10'

# VESTING TENTATIVE MAP - TRACT 8423

# GRADING PLAN

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: JANUARY 2026

0 50 100 150


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JOB NO.: 3435-010

SHEET NO. C3.1 OF 10SHEETS

F:\3435-010\ACAD\TM\C3.1.DWG

SEE SHEET C5.1
FOR OFFSITE UTILITIES

SEE SHEET C3.1

PARCEL B
PM 11230
(NOT A PART)

STREET A

STREET B

STREET C

STREET F

LOOP A

PARCEL A
OPEN SPACE

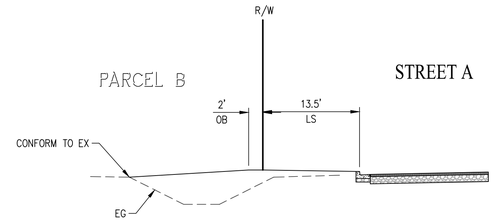
BUSCH ROAD

OVERLAND RELEASE (TYP)

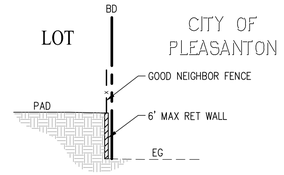
OVERLAND RELEASE PATH

CITY OF PLEASANTON

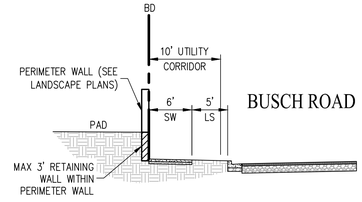
TRACT 8103
321 M 97




SECTION E-E
SCALE: 1"=10'




SECTION F-F
SCALE: 1"=10'




SECTION G-G
SCALE: 1"=10'

# VESTING TENTATIVE MAP - TRACT 8423

# GRADING PLAN

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: JANUARY 2026

0 50 100 150

JOB NO.: 3435-010


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SHEET NO.
C3.2
OF 11 SHEETS

F:\3435-010\ACAD\TM\C3.2.DWG

SEE SHEET C5.1 FOR OFFSITE UTILITIES

PARCEL B
PM 11230
(NOT A PART)

STREET A

STREET D

STREET E

STREET C

LOOP A

OPEN SPACE

TRACT 8004
305 M 28

TRACT 8103
321 M 97

ACFC & WCD

SEE SHEETS C5.1 & C5.3 FOR OFFSITE UTILITIES

SEE SHEET C4.2

SDCB
TC 362.1
INV 353.5

SDMH
TC 361.8
INV 345.9

SSMH
RIM 362.0
INV 353.7

SSMH
RIM 360.4
INV 352.4

SDCB
TC 360.4
INV 346.5

SSMH
RIM 358.5
INV 352.7

SSMH
RIM 357.4
INV 352.0

SDCB W/ FLAPGATE ON WEST SIDE

SDMH W/ FLAPGATE ON WEST SIDE

SDCB
TC 355.9
INV 348.7

SDCB
TC 358.3
INV 349.3

SSMH
RIM 361.0
INV 356.8

SSMH
RIM 355.9
INV 349.8

SSMH
RIM 358.0
INV 349.3

SDCB
TC 356.0
INV 349.3 (EAST)
INV 349.7 (NORTH)

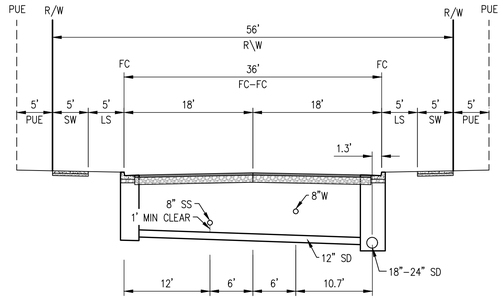
SECONDARY/OVERLAND RELEASE SDCB
TC 356.1
INV 349.4

PROPOSED FIRE HYDRANT (TYP)
SEE NOTE 1

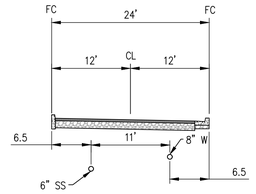
SDFI
TC 357.0
24" INV 348.7

EX FI TO BE REMOVED

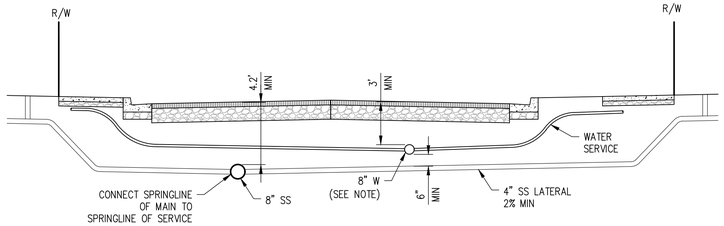
EX SD TO BE ABANDONED & REPLACED WITH NEW 24" SD




TYPICAL UTILITY SECTION
(56' PUBLIC RIGHT OF WAY)
SCALE: 1"=10'




TYPICAL UTILITY SECTION
(24' PRIVATE DRIVE AISLE)
SCALE: 1"=10'




NOTE:
WATER MAIN TO BE DUCTILE IRON WHERE CLEARANCE TO SEWER LATERAL IS VERTICALLY LESS THAN 1'.

TYPICAL UTILITY LATERAL DETAIL
SCALE: 1"=5'

NOTES:

1. THERE SHALL BE NO PARKING IN FRONT OF PROPOSED FIRE HYDRANTS. RED CURB SHALL BE PROVIDED IN FRONT OF EACH FIRE HYDRANT.
2. MINIMUM PROPOSED SLOPE 8" SS = 0.0030
3. MINIMUM PROPOSED SLOPE 6" SS = 0.0050

# VESTING TENTATIVE MAP - TRACT 8423

# UTILITY PLAN

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: JANUARY 2026

0 50 100 150


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SHEET NO.
C4.1
OF 11 SHEETS

JOB NO.: 3435-010

F:\3435-010\ACAD\TM\C4.1.DWG

SEE SHEET C5.1
FOR OFFSITE UTILITIES

SEE SHEET C5.2
FOR OFFSITE FORCE MAIN

SEE SHEET C4.1

PARCEL B
PM 11230
(NOT A PART)

STREET A

STREET B

STREET C

LOOP A

BUSCH ROAD

OPEN SPACE

TRACT 8103
321 M 97

CITY OF PLEASANTON

SDMH
TC 361.8
INV 345.9

SSMH
RIM 361.1
INV 356.6

SDCB
TC 361.1
INV 353.0

CONNECT TO EX WATER

CONNECT TO EX WATER

SDCB
TC 360.4
INV 346.5

SSMH
RIM 358.5
INV 352.7

SDMH W/ FLAPGATE
ON WEST SIDE

SDCB
TC 359.0
INV 347.1

SSMH
RIM 359.6
INV 355.3

SDCB
TC 359.8
INV 350.5

SSMH
RIM 359.8
INV 355.6

SDCB
TC 359.3
INV 354.5

PROPOSED FIRE
HYDRANT (TYP)
SEE NOTE 1

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 48 | 49 | 57 | 58 | 67 | 68 | 77 | 78 | 87 | 88 | 97 | 98 | | | | | | | |
| 47 | 50 | 56 | 59 | 66 | 69 | 76 | 79 | 86 | 89 | 96 | 99 | | | | | | | |
| 46 | 51 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 | 100 | | | | | | | |
| 45 | 52 | 54 | 61 | 64 | 71 | 74 | 81 | 84 | 91 | 94 | 101 | | | | | | | |
| | | 53 | 62 | 63 | 72 | 73 | 82 | 83 | 92 | 93 | 102 | | | | | | | |
| | | 114 | 113 | 112 | 111 | 110 | 109 | 108 | 107 | 106 | 105 | 104 | 103 | 128 | | | | |
| | | 115 | | | | | | | | | | | | 129 | | | | |
| | | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 130 | | | | |
| 148 | 147 | 146 | 145 | 144 | 143 | 142 | 141 | 140 | 139 | 138 | 137 | 136 | 135 | 134 | 133 | 132 | 131 | |

NOTES:

1. THERE SHALL BE NO PARKING IN FRONT OF PROPOSED FIRE HYDRANTS. RED CURB SHALL BE PROVIDED IN FRONT OF EACH FIRE HYDRANT.
2. MINIMUM PROPOSED SLOPE 8" SS = 0.0030
3. MINIMUM PROPOSED SLOPE 6" SS = 0.0050

# VESTING TENTATIVE MAP - TRACT 8423

# UTILITY PLAN

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: JANUARY 2026

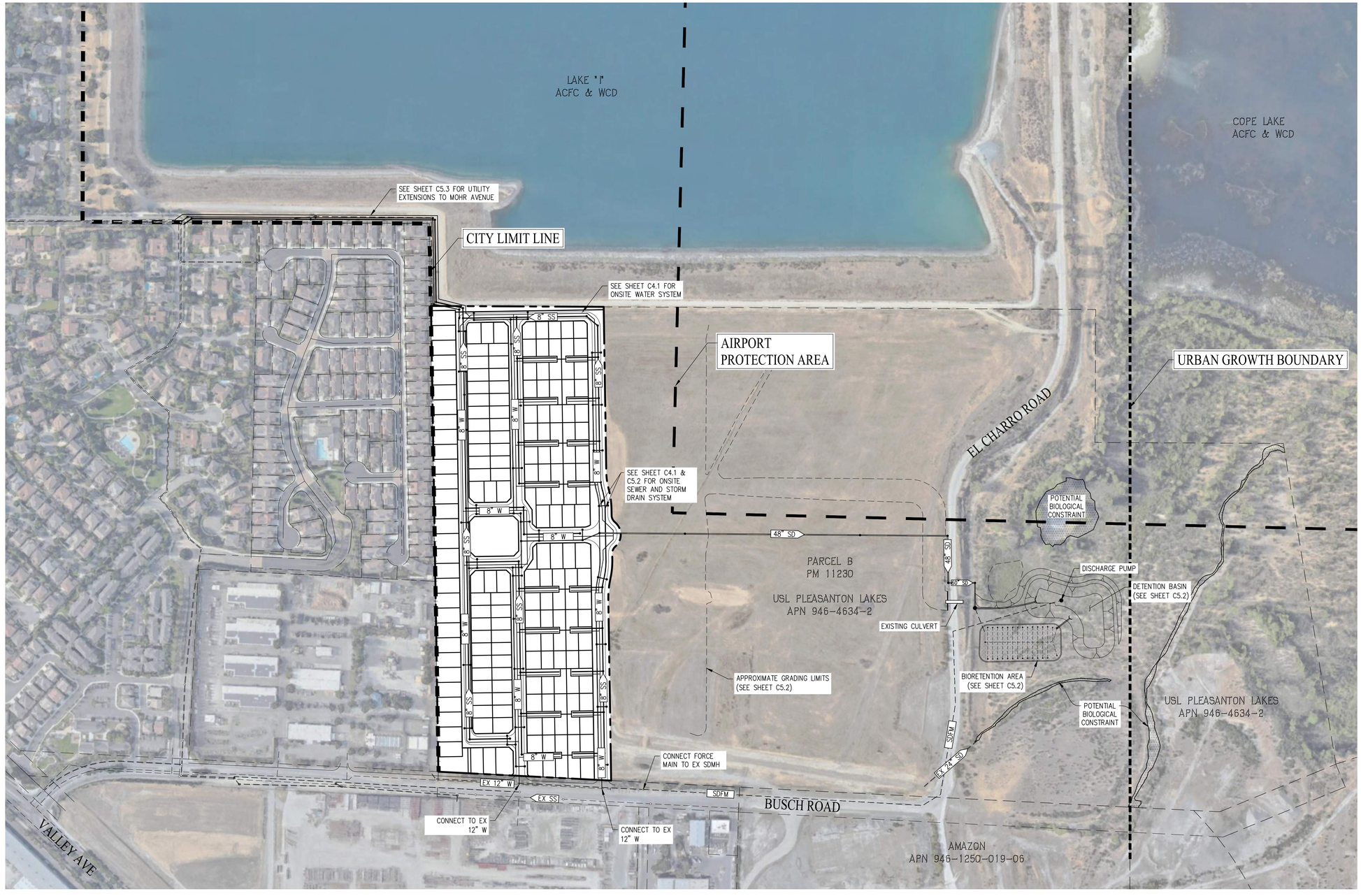
0 50 100 150

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JOB NO.: 3435-010

SHEET NO. C4.2 OF 11 SHEETS

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## LEGEND

- PROJECT BOUNDARY
- CITY LIMIT LINE
- URBAN GROWTH BOUNDARY
- AIRPORT PROTECTION AREA
- SD — STORM DRAIN LINE (PRIVATE)
- SS — SANITARY SEWER (PUBLIC)
- W — WATER (PUBLIC)
- POTENTIAL BIOLOGICAL CONSTRAINT

NOTES:

1) PIPE SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE WITH FINAL DESIGN.

2) ALL STORM DRAIN FACILITIES EAST OF STREET A SHALL BE PUBLIC AND WITHIN A PUBLIC STORM DRAIN EASEMENT.

# VESTING TENTATIVE MAP
## TRACT 8423
# OVERALL OFFSITE UTILITY PLAN
## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 200' DATE: JANUARY 2026

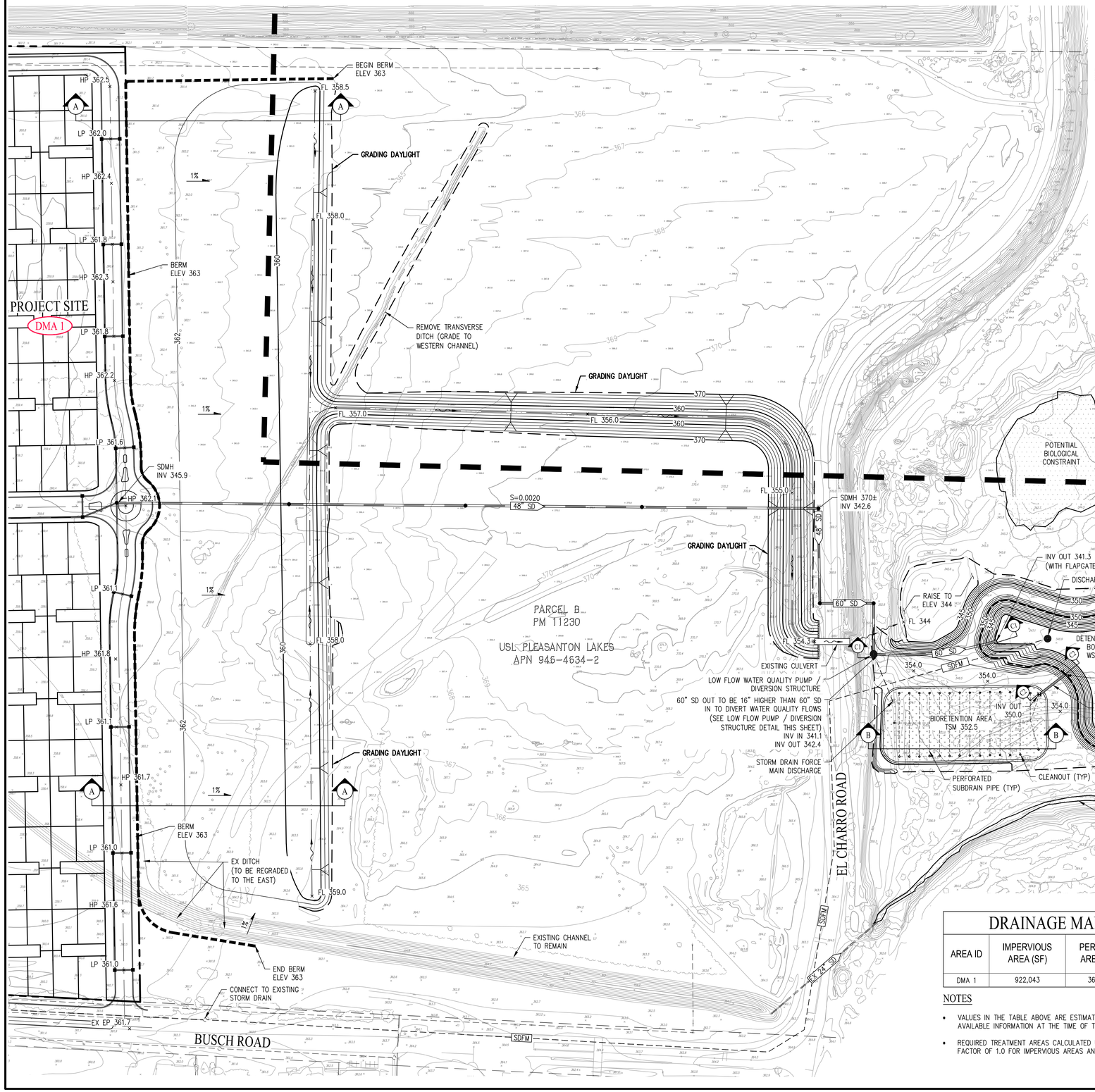
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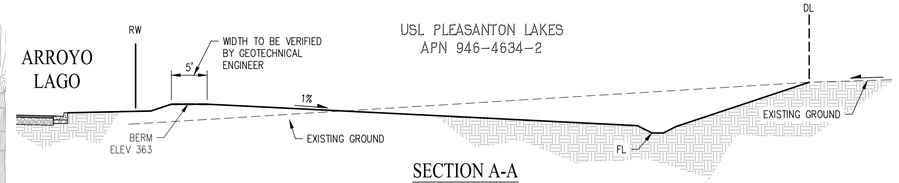
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SHEET NO. C5.1 OF 11 SHEETS

JOB NO.: 3435-010

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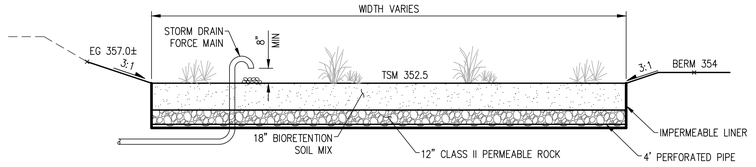


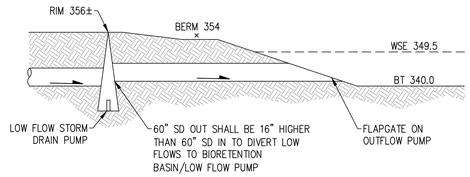

ARROYO LAGO

USL PLEASANTON LAKES
APN 946-4634-2

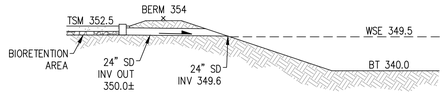
## SECTION A-A



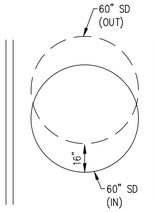

## SECTION B-B




## SECTION C1-C1




## SECTION C2-C2




NOTES

1. 16" IS REPRESENTATIVE OF 4 CFS (TREATMENT FLOW)
2. FLOAT TO BE INCORPORATED INTO FINAL PUMP DESIGN TO TURN OFF PUMP IF WATER IS OVER THE 16" LEVEL.

## LOW FLOW PUMP / DIVERSION STRUCTURE DETAIL

# VESTING TENTATIVE MAP
# TRACT 8423
# OFFSITE GRADING AND DRAINAGE PLAN AND STORMWATER CONTROL PLAN
# ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: JANUARY 2026

## DRAINAGE MANAGEMENT AREA SUMMARY

| AREA ID | IMPERVIOUS AREA (SF) | PERVIOUS AREA (SF) | EFFECTIVE IMPERVIOUS AREA (SF) | TREATMENT AREA REQUIRED (SF) | TREATMENT AREA PROVIDED (SF) |
|---|---|---|---|---|---|
| DMA 1 | 922,043 | 361,248 | 958,168 | 38,327 | 40,000 |

NOTES

- VALUES IN THE TABLE ABOVE ARE ESTIMATED BASED UPON THE AVAILABLE INFORMATION AT THE TIME OF THIS TENTATIVE MAP.
- REQUIRED TREATMENT AREAS CALCULATED USING THE 4% RULE WITH A FACTOR OF 1.0 FOR IMPERVIOUS AREAS AND 0.1 FOR PERVIOUS AREAS.

LEGEND

BIORETENTION AREA

DMA 1 DRAINAGE MANAGEMENT AREA

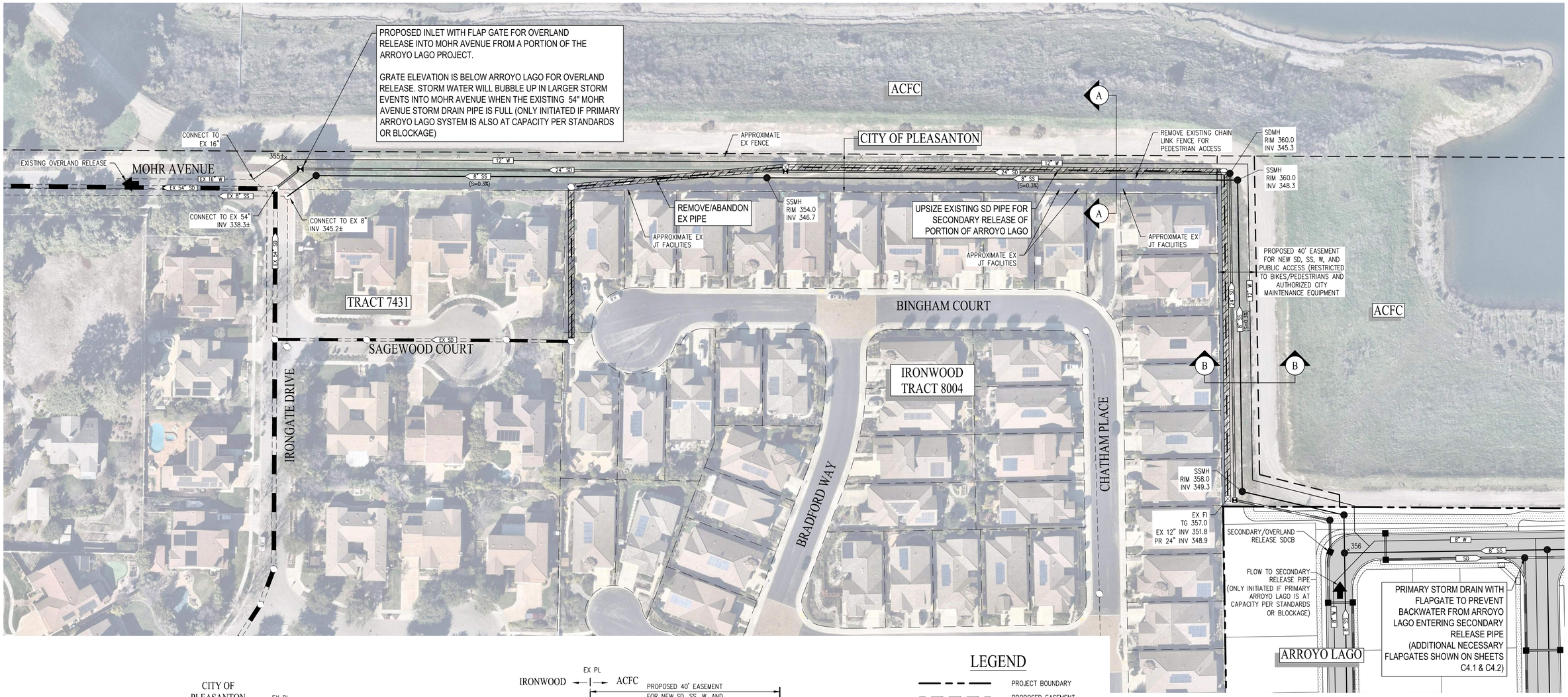
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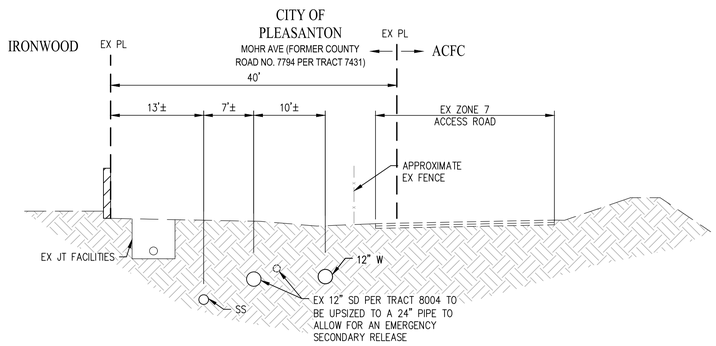
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SHEET NO.
C5.2
OF 11SHEETS

JOB NO.: 3435-010

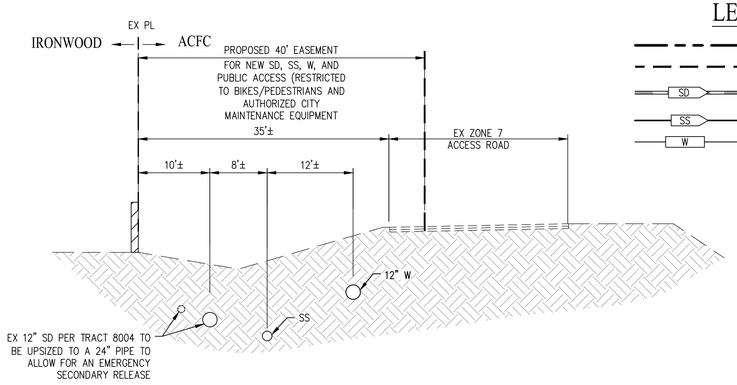
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SECTION A-A

SCALE: 1" = 10'




SECTION B-B

SCALE: 1" = 10'

## LEGEND

- PROJECT BOUNDARY
- PROPOSED EASEMENT
- SD — STORM DRAIN LINE
- SS — SANITARY SEWER
- W — WATER

# VESTING TENTATIVE MAP - TRACT 8423

# OFFSITE UTILITY PLAN - MOHR AVENUE CONNECTION

## ARROYO LAGO

CITY OF PLEASANTON ALAMEDA COUNTY CALIFORNIA

SCALE: 1" = 50' DATE: JANUARY 2026

0 50 100 150

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SHEET NO. C5.3 OF 11 SHEETS

JOB NO.: 3435-010

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**General Plan Amendment to designate the land use of Medium Density Residential and Pre/Re-zoning of the vacant parcel with APN 946-4634-1 and an approximately 3.4-acre portion of the vacant parcel with APN 946-4634-2 to PUD–MDR (Planned Unit Development - Medium Density Residential) District.**

# CITY OF PLEASANTON
# PLANNINIVISION

## Ordinance No.
## General Plan and Zoning Unit Map No.

| | | |
|---|---|---|
| **DRAWN BY:** J.Soo | **APPROVED BY:** | **DATE:** July 21, 2026 |
| **SCALE:** 1" = 300' | | **SEC. NO.:** P25-0116 (GPA) P25-0118 (RZ) |

**ATTACHMENT 3**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLEASANTON AND 330 LAND COMPANY, LLC FOR THE DEVELOPMENT OF THE ARROYO LAGO RESIDENTIAL PROJECT, FILED UNDER CASE NOS. P25-0115, P25-0116, P25-0118, PUD-154, AND TRACT 8423**

**WHEREAS**, on February 25, 2025, 330 Land Company, LLC (the "Applicant"), on behalf of USL Pleasanton Lakes LP (the "Property Owner"), applied for the following development on a site to the immediate east of 3333 Busch Road: (1) annexation (P25-0115) of approximately 30 acres from unincorporated Alameda County to the City of Pleasanton (consisting of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2); (2) adoption of General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (3) rezone (P25-0118) said parcels in County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (4) a Planned Unit Development (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; (5) a Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements; and (6) approval of a Pre-Annexation and Development Agreement (hereinafter the "Project"); and

**WHEREAS,** the Project site is a vacant site located on the north side of Busch Road with APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2; and

**WHEREAS,** the Project site is part of the area to be regulated by the East Pleasanton Specific Plan (when adopted), and currently has no General Plan land use designation; and

**WHEREAS,** the Applicant and the City have negotiated a proposed Pre-Annexation and Development Agreement ("PADA") to strengthen the public planning process, encourage private participation in comprehensive planning, secure certain community benefits, and reduce the economic risk of development of the Project; and

**WHEREAS,** the Applicant and City have likewise negotiated an Affordable Housing Agreement ("AHA"), stipulating the terms of the Project's requirement to provide affordable housing per the applicable provisions of Pleasanton Municipal Code Chapter 17.44; and

**WHEREAS,** the City of Pleasanton, as Lead Agency for the Project's compliance with the California Environmental Quality Act ("CEQA") prepared an Addendum to the Environmental Impact Report ("EIR") (SCH 2023050339) prepared for the Project, in compliance with CEQA Guidelines Sections 15162 and 15164, addressing minor revisions to the proposed annexation of the Project to the City; and

**WHEREAS**, at its duly noticed public meeting of June 24, 2026, and prior to making a recommendation on the Project, the Planning Commission considered the Addendum and

adopted Resolution No. PC-2026-15, recommending the City Council adopt the Addendum as prepared in compliance with CEQA Guidelines Sections 15162 and 15164, and finding that the Addendum adequately described the Project, its significant environmental impacts, and mitigation measures; and

**WHEREAS,** at its duly noticed public meeting of June 24, 2026, the Planning Commission conducted a public hearing at which it considered the agenda report, all public testimony, relevant exhibits, and staff recommendations regarding the approvals of the Project entitlements and adopted Resolution No. PC-2026-16, recommending the City Council approve the Project entitlements and approvals listed above, except for the PADA; and

**WHEREAS,** at its duly noticed public meeting of June 24, 2026, the Planning Commission conducted a public hearing at which it considered the agenda report, all public testimony, relevant exhibits, and staff recommendations regarding the approvals of the Project entitlements and the Pre-Annexation and Development Agreement labeled as Exhibit A included hereto and made a part hereof; and

**WHEREAS**, the Planning Commission reviewed the PADA and found it to be consistent with the General Plan, as proposed to be amended, and that it would provide public benefits, including transportation and infrastructure improvements; and

**WHEREAS,** the Planning Commission adopted Resolution No. PC-2026-17, recommending the City Council approve the PADA, conditioned on an amendment of PADA Section 3.2.h to increase the Applicant's contribution to the improvement of El Charro Road to its full fair share of Eight Million dollars ($8,000,000); and

**WHEREAS,** at its duly noticed public meeting on July 21, 2026 meeting, and prior to taking action on the Project, the City Council considered the Addendum and adopted Resolution No. 2026-XX, finding the Addendum as prepared in compliance with CEQA Guidelines Sections 15162 and 15164, and finding that the Addendum adequately described the Project, its significant environmental impacts, and mitigation measures;

**WHEREAS,** at its duly noticed public meeting on July 21, 2026 meeting, the City Council considered, waived the first reading of, and introduced Ordinance No. _____ to approve the 1) Annexation (P25-0115) of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2, totaling approximately 30 acres (the Project Site) from unincorporated Alameda County to the City of Pleasanton ("City"); (2) General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (3) Pre-zoning (P25-0118) said parcels in County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (4) a rezoning and Planned Unit Development (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; and (5) a Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements; and

**WHEREAS,** at its duly noticed public meeting of July 21, 2026, the City Council conducted a public hearing at which it likewise considered the PADA, including the amendment to Section 3.2.h as recommended by the Planning Commission.

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

**Section 1**: The recitals set forth above are adopted as if restated here in full.

**Section 2:** Pursuant to California Government Code Section 65867.5, the City Council finds that the approval of the Pre-Annexation and Development Agreement, based on the terms, would provide substantial public benefits, including transportation and infrastructure improvements, and financial contributions toward public facilities, and is consistent with the General Plan, insomuch as it:

a. Contains all terms required by state law, as reflected in California Government Code Section 65865.2, including the duration (a 10-year term with no extension), as well as the permitted uses of the property (single-family homes, public park, subdivision improvements, and trail extension), density (6.3 dwelling units/acre), maximum height (22'-30') and size of proposed buildings (2,551 $ft^2$ – 3,398 $ft^2$), and provisions for reservation or dedication of land for public purposes, as set forth in the Project entitlement approvals described above;

b. Is consistent with the General Plan, per California Government Code Section 65867.5(b), in that it will implement various General Plan policies and programs, including:

   i. Sustainability Program 2.6 ("Require design features in new development and redevelopment areas to encourage transit, bicycle, and pedestrian access, such as connections between activity centers and residential areas, and road design that accommodates transit vehicles, where feasible") in that it will include a Class 1 trail extension between the Project site and Mohr Avenue to facilitate transit, bicycle, and pedestrian access.

   ii. Land Use Policy 25 ("Annex urbanized pockets of unincorporated land adjacent to the city limits in areas where landowners are willing to accept City services and development standards") as it will annex a portion of unincorporated land immediately adjacent to city limits where the applicant is willing to accept City services and comply with City development standards, as reflected in the requested PUD for the Project.

iii. Land Use Policy 23 ("Maintain a permanent Urban Growth Boundary [UGB] beyond which urban development shall not be permitted") as the Project site is within the City's UGB.

c. Provides, as required by California Government Code Section 65867.5(c), that the tentative map prepared for the subdivision will comply with California Government Code Section 66473.7.

**Section 3:** The City Council has considered the findings made in the City Council Ordinance No. __, and hereby adopts the same findings by this reference, and based upon the City Council's own independent review and considerations, the City Council Approves the Pre-Annexation and Development Agreement with 330 Land Company, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and hereby authorizes the City Manager to execute the Pre-Annexation and Development Agreement in substantial conformance with the form attached in Exhibit A, subject to minor amendments and approval by the City Manager and City Attorney.

**Section 4:** Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability

**Section 5:** 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:** This ordinance shall be effective thirty (30) days after its passage and adoption.

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

Ayes:
Noes:
Absent:
Abstain:

_____
Jack Balch, Mayor

DRAFT

ATTEST:

_____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

DRAFT

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Pleasanton
City Clerk's Office
123 Main Street
Pleasanton, CA 94566

Recording Fees Exempt Pursuant to
Government Code § 27383

ABOVE SPACE FOR RECORDER'S USE

# PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

## FOR ARROYO LAGO RESIDENTIAL DEVELOPMENT AT 3030 MOHR AVENUE, PLEASANTON, CALIFORNIA

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT ("***Agreement***") is made and entered into in the City of Pleasanton on _____, 2026, by and between the CITY OF PLEASANTON, a municipal corporation ("***City***"), and 330 Land Company, a California limited liability company ("***Developer***"), pursuant to the authority of California Government Code §§ 65864, *et seq.* City and Developer are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***."

RECITALS

1. Developer has a legal or equitable interest in certain undeveloped real property located in the County of Alameda, California, consisting of approximately 29.9-acres located directly east of City's municipal limits between Lake I of the Zone 7 Chain of Lakes north of the subject property, Cope Lake to the east of the property and Busch Road to the south of the property, as more particularly described in **DA Exhibit A-1** attached hereto, and as diagrammed in **DA Exhibit A-2** attached hereto (the "***Project Site***"). Developer proposes to construct a residential subdivision comprising a total of one hundred and eighty-nine (189) single-family, detached market rate homes and forty-eight (48) deed-restricted Junior Accessory Dwelling Units (each, a "***JADU***"), and related on- and off-site improvements to serve the proposed residential uses, as detailed more fully in the Project Approvals (defined below) (the "***Project***").

2. The Alameda County Local Agency Formation Commission ("***LAFCO***") is the public agency responsible for designating the Sphere of Influence ("***SOI***") for the City and approving changes to the boundaries of the City according to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Cal. Government Code §§ 56000 *et seq*.) (the "***CKH Act***"). It is anticipated that LAFCO will approve annexation of the Project Site into the City in 2026.

3. The Project Site is located within the City's SOI and Urban Growth Boundary; and also falls within the East Pleasanton Specific Plan Area identified in the City's General Plan, for which the adoption of a Specific Plan potentially accommodating a variety of uses including residential, light industrial, commercial, and open space uses, has been long-contemplated but never completed and approved. The Project Site has the County land use designation of Medium Density Residential (MDR) until such time as the Project Site is annexed to City.

4. On June 14, 2022, prior to filing a formal development application, Developer filed a Preliminary Application pursuant to Senate Bill (SB) 330 with Alameda County. On November 18, 2022, Developer submitted a Development Plan and Vesting Tentative Subdivision Map Application (TR-8423) (collectively referred to herein as the "***County Development Application***") for a total of one hundred ninety four (194) market rate single-family detached homes and a minimum of forty nine (49) deed restricted accessory dwelling units (collectively, "***ADUs***"), along with related on- and off-site improvements to serve the proposed residential uses (collectively, the "***County Proposal***").

5. On February 17, 2023, the County deemed the County Development Application complete and thereafter made a consistency determination. The discretionary entitlement process for the County Proposal was subject to compliance with CEQA. To satisfy requirements under CEQA, the County, as lead agency, caused the preparation of an environmental impact report for the County Proposal (SCN: 2023050339), which consists of the Draft Environmental Impact Report, the Final Environmental Impact Report, and all appendices attached thereto (collectively, the "***Project EIR***"). As detailed more fully therein, the Project EIR evaluated the impacts of the construction and operation of the County Proposal as well as included an alternatives analysis that considered annexation of the Project Site into City for purposes of developing the proposed residential uses. City participated in the process for the Project EIR, including providing the County with comments thereon. On January 5, 2026, the County Planning Commission certified the Project EIR and approved the various discretionary entitlements associated with the County Development Application to allow the County Proposal to proceed. Thereafter, an appeal was filed by Zone 7 challenging the certification of the Project EIR and the Planning Commission's approval of the Project. On February 10, 2026, at a duly noticed public hearing, the Alameda County Board of Supervisors heard, considered and took action, denying the appeal, certifying the Project EIR, adopting the necessary CEQA findings, and approving the Project.

6. On February 18, 2025, the Pleasanton City Council ("***City Council***") considered the potential merits of annexation of the Project Site to allow for the development of the Project into the City, and provided direction to Developer to proceed with applications for annexation into the City. On February 25, 2025, formal applications for annexation and development were formally submitted to City, with the County Development Application continuing to be concurrently processed by Alameda County. On October 20, 2025, the City Council considered the key terms of this Agreement and provided further direction to City staff and Developer in this regard, and also directed the Parties to proceed with preparing and finalizing this Agreement for consideration by the City Council.

7. Despite obtaining entitlement approvals from the County, Developer has requested that the Project Site be annexed into the City, and related thereto Developer has proceeded to modify portions of the County Proposal (as reflected in the Project) to more closely align with applicable City development standards, adjusted grading, selected lot configurations, home designs and unit count to provide a better transition to the adjacent Village at Ironwood subdivision. Developer has also requested access to City services for purposes of the Project development, including but not limited to, water, sewer, police, fire and other government services. Developer applied for the following Project Approvals (defined below) from City: (a) General Plan Amendment (P25-0116) to designate the Project Site Medium Density Residential (MDR); (b) Pre-zoning (P25-0118) for the Project Site to Planned Unit Development (PUD) – MDR and related Planned Unit Development/Planned Unit Development Plan (PUD-154); (c) Request for City to initiate Annexation Proceedings (P25-0115); (d) Vesting Tentative Map (Tract No. 8423); and (e) this Agreement.

8. In compliance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, City has prepared an Addendum to the Project EIR prepared and certified by the County for the Project.

9. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the State of California enacted California Government Code §§ 65864, *et seq*. (the "***Development Agreement Statute***"), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property. City has determined that by entering into this Development Agreement:

a. City is receiving assurances of a quality development of the Project in accordance with the goals and policies set forth in the City of Pleasanton's General Plan as it exists on the "***Effective Date***" (defined below);

b. City will benefit and the public interest will be served from the annexation of this planned residential development into the City in order to more effectively provide municipal services to the Project's residents; contribute to local property taxes; and support new transportation and utilities infrastructure to serve the Project;

c. It will reduce uncertainties in planning and provide for the orderly development of the Project Site;

d. As detailed more fully herein, development of the Project Site will provide the City with the following public benefits:

i. Design and construction of an approximately 0.7-acre private park with an overlying public access easement in the Project Site.

ii. Design and installation of a public trail connection consistent with the Trails Master Plan along "Street A", as well as from "Street D" to Mohr Avenue at the Irongate Drive intersection, within the same easement area as the public utility corridor, subject to approval by the Zone 7 Water Agency ("***Zone 7***").

iii. In addition to required Project frontage improvements, design and installation of a six-foot wide sidewalk, as well as curb and gutter and roadway paving, on the north side of Busch Road extending from the westerly boundary of the project site to the westerly boundary of the City Operations Services Center/Public Works facility.

iv. Based on the increased infrastructure demand created by the Project, in combination with demand from other unrelated developments, Developer shall be responsible for its fair share costs of certain off-site water and sewer improvements as set forth in detail in Section 3.2(f) of this Agreement. As Developer will be funding and constructing such off-site water and sewer improvements and such improvements also provide a benefit to third parties, Developer shall receive fee credits and reimbursement from City, as well as directly from the benefitting properties through reimbursement agreements for their proportional benefit, for the oversizing of such off-site water and sewer improvements, all as detailed more fully herein.

v. If value-engineered engineering solutions are found that reduce the overall costs and are acceptable to City, then the Project's fair share will be recalculated utilizing the same methodology, but with the lower total improvement costs. In addition to required transportation development fees as specified below, payment of a monetary contribution to City

by Developer shall be made, to be used by City for the purpose of designing and constructing El Charro Road as a public road connection of up to four lanes from Stoneridge Drive to Busch Road and/or Stanley Boulevard ("***El Charro Extension***") in order to improve circulation within the broader East Pleasanton area and within the City.

vi. Construction of a total of forty-eight (48) JADUs in conjunction with the Project, which shall be deed-restricted for lower income households, and which shall satisfy the Project's affordable housing obligation under the City's local Inclusionary Zoning Ordinance.

vii. Designation of the City as the Point of Sale for Project-related construction materials and fixtures, to the extent permitted under applicable law.

10. CEQA Compliance. An Addendum to the Project EIR was prepared for and adopted by City. The Addendum was prepared to determine whether or not the Project EIR prepared for and certified by the County of Alameda for the County Proposal remains sufficient to address the potential impacts of the Project being proposed in City, which was a responsible agency for purposes of the Project EIR, or whether additional documentation is required under the California Environmental Quality Act (Public Resources Code [PRC] § 21000, *et seq*. and Cal. Code of Regulations, Tit. 14, Div. 6, Chapter 3, §§ 15000–15387) (CEQA). Pursuant to CEQA Guidelines Sections 15162 and 15164, the Addendum evaluated the proposed changes and documented the basis for the conclusion that the proposed changes would not result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts, and further, that no new information of substantial importance has occurred. Therefore, it was found and determined by City that preparation of a subsequent or supplemental EIR is not required.

11. Project Approvals. City has undertaken to consider and approve several actions to plan for future housing on the Project Site, including, without limitation, the following approvals (collectively, "***Project Approvals***"):

a. General Plan Amendment (P25-0116) ("***GPA***") to designate the Project Site Medium Density Residential (MDR); PUD Prezoning and Related Development Plan, Vesting Tentative Map, Pre-Annexation and Development Agreement, Initiation of Annexation Proceedings. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing, the City Council approved the proposed GPA via Resolution No. _____, introduced ordinances to prezone the Project Site (P25-0118) and approve the related Planned Unit Development/Planned Unit Development Plan (PUD-154) by Ordinance Nos. _____ and _____. The City Council also approved: the Vesting Tentative Map (Tract No. 8423), this Agreement by introduction of Ordinance No. _____, and a Resolution to Initiate Annexation (P25-0115) for the Project as more particularly described in the foregoing City approval documents. Thereafter, at a duly noticed public hearing, the City Council adopted Ordinance Nos. ____, _____, and _____, respectively.

b. Approval of Alternative Means of IZO Compliance; Regulatory Affordable Housing Agreement. The City Council approved Developer's proposed alternative means of complying with City's Inclusionary Zoning Ordinance ("***IZO***") as reflected herein. Related thereto, the City Council, by Resolution No. _____, approved a Regulatory Affordable Housing Agreement (pursuant to City Municipal Code section 17.44.060) for the Project Site, which was in substantially the same as attached **DA Exhibit B** (the "***Regulatory AHA***").

12. In exchange for the benefits to City summarized in Recital 5(d) and detailed in Section 3.2 of this Agreement, together with the other public benefits that will result from the development of the Project Site with the Project, and subject to LAFCO approval, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the Project Approvals and the Applicable Law (defined below), and therefore desires to enter into this Agreement.

13. Subject to LAFCO approval and completion of annexation, it is intended that City will annex the Project Site, and will have issued or shall concurrently with this Agreement issue, the Project Approvals relating to the development of the Project Site with the Project.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

## AGREEMENT

### ARTICLE A Pre-Annexation Obligations and Commitments

Section A.1 Annexation of Project Site. Within ten (10) days of the City Council's first reading of Ordinance No. ____ approving this Agreement, and consistent with the covenants, terms and conditions of this Agreement, City and Developer shall initiate proceedings under the CKH Act for annexation of the Project Site into the City. City and Developer agree to take such subsequent actions as may be reasonably required to complete the annexation of the Project Site under the conditions imposed by LAFCO and reasonably acceptable to City and Developer. Consistent with the Recitals set forth above, the Parties desire for the Project Site to be annexed into the City for development of the Project.

Section A.2 Support Annexation. In reliance on the representations and covenants herein, the Parties agree to support the annexation of the Project Site to the City, including to cooperate in: (i) the timely preparation and submittal of the annexation application of the Project Site to LAFCO; (ii) providing for the orderly transfer of jurisdiction over the Project Site from Alameda County to the City to avoid duplication of effort and any delay in processing occasioned by the annexation as evidenced by the Parties' cooperation in submitting and expeditiously processing the annexation request; and (iii) completing the annexation to enable the subdivision and development as contemplated by this Agreement and the other Project Approvals.

Section A.3 Binding Provisions. The Parties acknowledge and agree that the Term of this Agreement (described in Section 1.3 below) commences on the Effective Date; provided, however, that it shall not become operative until completion of annexation. This Agreement shall be a Development Agreement in accordance with the Development Agreement Statute as set forth in Government Code Section 65864, *et seq*., the Pleasanton Municipal Code, and the CKH Act.

### ARTICLE 1 Description of Project Site, Effective Date and Term

Section 1.1 Description of Project Site. The real property which is the subject of this Agreement is the Project Site, as more particularly described and depicted in the attached **DA Exhibit A-1** and **DA Exhibit A-2**.

Section 1.2 Effective Date. The effective date of this Agreement ("***Effective Date***") shall be the later of (a) thirty (30) days after the date the City ordinances approving this Agreement and PUD Application No. 154 are adopted by the City Council and attested by the City Clerk, or (b) if a referendum petition is timely circulated, filed and qualified by the Elections Official, the date the election results on the ballot measure by City voters rejecting said petition and thereby approving this Agreement are certified by the City Council in the manner provided by the Elections Code. The Effective Date shall be inserted above, where indicated. Pursuant to Government Code Section 65865(b), this Agreement shall not become operative until annexation proceedings are completed pursuant to applicable laws and regulations no later than six (6) months from the Effective Date ("***Annexation Timing***"); provided, however, Developer shall have the right, in its sole discretion, to extend the Annexation Timing so long as the application to annex the Project Site ("***Annexation Application***") has been submitted to LAFCO for processing and consideration, with the Annexation Timing being so extended until such time as LAFCO takes action on and approves the Annexation Application and the related Certificate of Completion is prepared, executed and recorded by LAFCO. This Agreement shall be executed, acknowledged and recorded by the Parties within ten (10) days after the later of subsection (a) or (b) of this Section 1.2**.**

Section 1.3 Term. Subject to Sections 1.4 and 2.5 below, the term of this Agreement shall commence on the Effective Date and expire ten (10) years thereafter (the "***Term***"). Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect, subject to the provisions of Sections 6.2 and 6.3 that shall survive such termination; provided, however, such termination shall not affect any right or duty arising from the other Project Approvals.

Section 1.4 Effect of Development Project Approvals Challenge. In the event that any of the Project Approval(s) are challenged by a third party through a judicial action that results in a writ of mandate or court order that requires the City to modify or rescind the subject Project Approval(s), the effectiveness of this Agreement shall be suspended pending such modification or rescission. City's modification of the subject Project Approval(s) may necessitate that the Parties to this Agreement negotiate an amendment to this Agreement. City's rescission of the subject Project Approval(s) shall result in this Agreement no longer being in force and effect. In the event that Ordinances _____ and/or _____ adopting the PUD zoning/Development Plan and this Agreement, respectively, are challenged by a referendum petition, and such petition is timely circulated, filed and qualified for the ballot by the Elections Official, the effectiveness of this Agreement shall be suspended pending the results of the election upon the ballot measure. If the voters reject the referendum petition and thereby approve the subject Ordinance(s), then this Agreement shall no longer be suspended and this Agreement shall be in full force and effect as of the Effective Date. If the voters do not reject the referendum petition and thereby do not approve the subject Ordinance(s), then this Agreement shall no longer be in force and effect. Notwithstanding anything to the contrary in the foregoing, nothing in this Section 1.4 shall constitute a waiver by Developer of its right to challenge in court the validity of any such referendum petition. Pursuant to Section 2.5 below, the Term shall be extended for any period the effectiveness of the Agreement is suspended under this Section 1.4.

## ARTICLE 2 Standards, Laws and Procedures Governing the Project

Section 2.1 Vested Right to Develop. Subject to annexation and Section 1.4 above, Developer shall have a vested right to construct and operate the Project at the Project Site in substantial conformance with the terms and conditions of this Agreement, the other

Project Approvals, the Subsequent Approvals (defined in Section 4.3 below) (as and when issued), the Applicable Law (defined in Section 2.3 below) and any amendments to the Project Approvals, Subsequent Approvals or this Agreement as shall, from time to time, may be approved pursuant to this Agreement.

Section 2.2 Permitted Uses. The permitted uses and the density and intensity of use of the Project Site; the maximum height, bulk and size of the proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and any Subsequent Approvals (but not in any way limit or otherwise conflict with any right to construct and operate as set forth in the Project Approvals).

Section 2.3 Applicable Law. "***Applicable Law***" shall mean, collectively, the Project Approvals and the other City laws, rules, regulations, official policies, standards and specifications governing development of the Project Site (including, but not limited to, the Zoning Ordinance, General Plan, and design and construction standards as amended by the Project Approvals), which are in force and effect on the Effective Date, except as otherwise provided in this Section 2.3 and Section 3.3 below. During the Term, to the extent there are any conflicts between the other Project Approval(s) or the Subsequent Approvals, including, but not limited to, condition(s) attached thereto, and this Agreement, the terms and conditions of this Agreement, including, without limitation, Developer's vested rights hereunder, shall govern and prevail.

This Section 2.3 shall not preclude the application to development of the Project or Project Site of:

a. Changes in Applicable Law if and to the extent that the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. In the event State or Federal laws or regulations enacted after the Effective Date of this Agreement prevents or precludes compliance with provision(s) of this Agreement or requires changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal law or regulation.

b. Any ordinances, resolutions, orders, rules, official policies, standards, specifications, or other regulations promulgated or adopted by City or its electorate (through their power of initiative or otherwise) after the Effective Date (collectively, "***New City Laws"***) that relate to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure imposed at any time; provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties and such procedures are not inconsistent with procedures set forth in this Agreement.

c. New City Laws that revise City's uniform construction codes, including City's building code, plumbing code, mechanical code, electrical code, fire code, grading code and other uniform construction codes, as of the date of permit issuance; provided, that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

d. Subject to the requirements set forth in Section 3.3(b)(4) below, New City Laws that are necessary to protect physical health and safety of the public; provided, that such

New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.e. New City Laws that do not conflict with this Agreement, the Vested Approvals or the Subsequent Approvals and further provided that such New City Laws are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

Section 2.4 Moratorium, Initiatives and Conflicting Enactments. To the extent consistent with State law (and excepting a declaration of a local emergency or state emergency as defined in Government Code § 8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development or implementation of the Project or Project Approvals or Subsequent Approvals for all or any part of the Project Site ("***City Law***"), City agrees that such City Law shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the Term.

Section 2.5 Life of Project Approvals or Subsequent Approvals. The term of any other Project Approval or Subsequent Approval shall automatically be extended for the longer of the Term or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The term of any other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development or utility moratorium, lawsuit, or the actions of other public agencies that regulate land use, delays the granting of any Subsequent Approval or the development of the Project, including, but not limited to, the period of time of any lawsuit challenging the Project Approvals and/or Subsequent Approvals. Any tentative map prepared for the Project shall comply with Government Code Section 66473.7.

Section 2.6 Reliance on Addendum. An Addendum to the Project EIR was prepared for and adopted by City. The Addendum was prepared to determine whether or not the Project EIR prepared for and certified by the County of Alameda in connection with the County Proposal remains sufficient to address the potential impacts of the Project being proposed in the City, which was a responsible agency for purposes of the Project EIR, or whether additional documentation is required under CEQA. Pursuant to CEQA Guidelines Sections 15162 and15164, the Addendum evaluated the proposed changes and documented the basis for the conclusion that the proposed changes would not result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts, and further, that no new information of substantial importance has occurred.

Section 2.7 Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City shall conduct such CEQA review in a timely manner.

## ARTICLE 3 Developer Obligations

Section 3.1 Obligations of Developer Generally. The Parties acknowledge and agree that City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its covenants and obligations, as set forth herein.

Section 3.2 Developer Obligations. Developer shall comply with all of the requirements set forth below:

a. Design and complete grading for the Project in a manner that minimizes the grade differential between the Project's westerly lots and the abutting easterly lots within the Village at Ironwood subdivision; to satisfy this obligation, Developer shall perform the foregoing work in substantial conformance with the approved plans dated February 2026 (collectively, the "***Approved Plans***") and as otherwise set forth in the Project Approvals and Subsequent Approvals.

b. Design and construct an approximately 0.7-acre private park with an overlying public access easement within the Project Site, as set forth in more detail on Sheet L2 of the VTM. Developer shall be solely responsible for all costs associated with the design, installation, and ongoing maintenance of the Park, which shall be in substantial conformance with Sheet L2, except if and to the extent the Parties mutually agree to modify the foregoing. The Park shall be substantially completed, to the satisfaction of the City Engineer, no later than issuance of the certificate of occupancy for the one hundred (100th) residential unit in the Project (including model homes but exclusive of JADUs), except that the Director of Community and Economic Development may extend this to no later than the one hundred fiftieth ($150^{th}$) residential permit, upon request by Developer and should the Director of Community and Economic Development make the determination that completing and opening the Park to use at that time would present an unacceptable health and safety risk to the users of the Park (for example, due to construction activity). Developer shall provide City with a public access easement in recordable form over the area upon which the Park will be constructed, in a form reasonably approved by the City Attorney. "***Substantially complete***" for purposes of this subsection (b) is defined to mean the Park improvements have been installed pursuant to this subsection (b) and available to be used for the intended purpose but City's final inspection has not yet occurred.

c. Design and install (1) a trail extension from the Project's "Street A" to the area just north of Lot 161 along the project's northern property line, as well as (2) a trail extension from the property line just north of Lot 161 to Mohr Avenue at the Irongate Drive intersection, within the same easement area as the public utility corridor located north of the Village of Ironwood, which trail extension is identified in the 2019 Trails Master Plan Figure 3-2, as set forth in more detail on Sheet C4.1 and C5.3 of the VTM (collectively, the "***Trail Extension***"), which shall be dedicated to City in fee. Notwithstanding anything to the contrary in the foregoing, the portion of the Trail Extension to be located from the property line to Mohr Avenue at the Irongate Drive intersection shall be subject to the grant of the necessary easement to City by Zone 7 or other procurement of property rights to the same by City or Developer. Developer shall be solely responsible for all costs associated with the design, installation, and ongoing maintenance of the Trail Extension through the Maintenance CFD. The Trail Extension shall be substantially completed, to the satisfaction of the City Engineer, no later than one (1) year after both of the following have occurred: (i) the required easement from Zone 7 has been recorded, and (ii) all required approvals, entitlements and permits necessary to install the Trail Extension (including approval of related improvement plans by City and Zone 7) have been obtained. "***Substantially complete***" for purposes of this subsection (c) is defined to mean the required Trail Extension improvements have been installed pursuant to this subsection (c) and available to be used for the intended purpose and City's final inspection has occurred.

d. Pay the applicable transportation impact fee ("***TIF***") to City pursuant to this Agreement subject to applicable fee credits and reimbursements as provided for in attached **DA Exhibit H** and pursuant to the Applicable Law.

e. Participate in the necessary improvements to Busch Road. Per applicable provisions of Pleasanton Municipal Code Title 19 ('Subdivisions'), Developer is required to make certain improvements along and to Busch Road to allow for safe pedestrian, bicycle and vehicular ingress and egress to and from the Project Site, as reflected in the Project Approvals and **DA Exhibit C**. In addition, Developer will undertake, through construction or payment of a supplemental fair share payment, additional improvements along and to Busch Road. Collectively, these additional foregoing obligations are described as follows:

i. Pay one-third (1/3) of the total actual costs to construct the Busch Road Improvements (defined below) ("***Busch Road Reimbursement***") to City, which City shall promptly submit to the developer of the Villages of the Quarry Project ("***Kiewit Developer***") to reimburse same for Developer's fair share of the following improvements on Busch Road (collectively, "***Busch Road Improvements***") that the Kiewit Developer is conditioned to install. Payment of the Busch Road Reimbursement shall occur prior to the issuance of the building permit for the vertical construction of the Project's first residential unit (excluding model homes). The Busch Road Improvements shall, collectively, consist of:

1. Construction of Busch Road along the entirety of the Project frontage, as a two-lane roadway with landscaped median, sidewalks, and buffered bike lanes (with said improvement not being eligible for fee credit);

a. 2. Installation of a six-foot wide sidewalk, curb and gutter and roadway paving on the north side of Busch Road, extending to the western boundary of the City Operations Services Facility parcel (with said improvement eligible for fee credit as outlined in Exhibit C);

3. Installation of a single-lane roundabout at the intersection of Busch Road and Street B (with said improvement not being eligible for fee credit); and
4. Installation of a right turn lane on Busch Road, to the east of the roundabout, to allow for vehicles accessing the PGS weigh station to queue outside of the through travel lane (with said improvement not being eligible for fee credit).

ii. Notwithstanding the foregoing, if the Kiewit Developer does not install the Busch Road Improvements and thus Developer is required to so install pursuant to this Agreement and related Project conditions of approval, then Developer shall not be required to pay the Busch Road Reimbursement and instead shall construct said Improvements and shall receive all required fee credits and reimbursements in connection therewith as shown in **DA Exhibit C**, including, without limitation, any and all supplemental fair share payments for said improvements that City receives.

f. The Parties shall cooperate to process, consider and form or annex the Project into a maintenance Community Facilities District ("***CFD***") which shall provide adequate annual funding for maintenance (consistent with typical City service levels), in perpetuity, of the Trail Extension (to the extent installed pursuant to Section 3.2(c) above), in-tract public streets, sidewalks, lighting, in-tract utility facilities, and storm drainage (proposed to be located on

private property to the east of the Project Site), as further shown in attached **DA Exhibit D-1** and **DA Exhibit D-2** (the "**Maintenance CFD**"). The Parties shall formally commence this formation process promptly upon completion of annexation, and shall work collaboratively and with diligence and good faith to attempt to complete said formation process within six (6) months thereafter or within such other reasonable time frame agreed upon by the Parties. Formation of said Maintenance CFD shall occur prior to issuance of the building permit for the first residential unit. At Developer's request, the Parties shall also cooperate to process, consider and form a facilities CFD (the "**Facilities CFD**"). The combined total effective special tax rate for the Maintenance and Facilities CFDs shall not exceed one and one half percent (1.5%) of the total tax burden on each home. Furthermore, to the extent all or a portion of the Project's landscaping obligations are covered by the Project's Homeowners' Association ("***HOA***"), then the amount of said obligations shall be correspondingly reduced in the Maintenance CFD. If City fails to approve the foregoing CFD formation despite Developer's cooperation in this regard, Developer shall have no further obligations under this subsection (f). Notwithstanding anything to the contrary in the foregoing, the Parties agree that City shall be under no obligation to accept Project improvements until the Maintenance CFD is formed.

g. Pursuant to the timing set forth in the Project Approvals, Developer shall fund and construct the Off-site Water Improvements and the Off-site Sewer Improvements, as identified on attached **DA Exhibits E** and **F**, respectively, and consisting of the following: i) installation of a looped water distribution system that complies with the Planning and Design Criteria Summary presented in Table ES.1 of the City's Water Distribution System Capacity Master Plan dated May 2024, as further delineated in the Water Report, and ii) sizing of existing downstream sewer lines as described in Section 6.2.2 (Scenario 2, Option A: CIP) in the Sewer Report by Woodard & Curran Collectively, the foregoing shall be referred to herein as the "***Off-site Water and Sewer Improvements***").

Based on the increased infrastructure demand created by the Project, in combination with demand from other unrelated developments, Developer shall be responsible for its fair share costs of the Off-site Water and Sewer Improvements as set forth in this Section 3.2(g). Since Developer will be funding and constructing the Off-site Water and Sewer Improvements and because such improvements also provide a benefit to third parties (each, a "***Benefitting Developer***"), then Developer shall receive City connection fee credits for the total cost (including both hard and soft costs as evidenced by City-verified contractor invoicing) of the Off-site Water and Sewer Improvements. In addition, since City connection fee credits will not fully offset the costs of the Off-site Water and Sewer Improvements, Developer shall also be reimbursed by City via funds from any and all supplemental fair share payments made to City by other Benefitting Developers (e.g., Kiewit Developer, with respect to the Off-site Sewer Improvements). Furthermore, to the extent that Developer has not been fully reimbursed for the foregoing costs via fee credits and the foregoing reimbursement via City-collected fees, Developer also shall have the right to be reimbursed directly from other Benefitting Developers via reimbursement agreements with said Benefitting Developers ("***Third-Party Reimbursement***"). City shall facilitate such Third-Party Reimbursement by imposing condition(s) of approval on development applications that benefit from the installation of the Off-site Water Improvements and/or Off-site Sewer Improvements submitted by such Benefitting Developers. The amount due by such Benefitting Developers shall be calculated based on a fair share methodology consistent with the assumptions used in the Off-Site Water Report (as set forth in attached **DA Exhibit E**) and Off-Site Sewer Report (as set forth in **DA Exhibit F)**.

h. A monetary contribution to City that shall be used by City for the purpose of designing and constructing El Charro Road improvements in order to improve traffic

circulation and reduce existing and future congestion in Pleasanton ("***El Charro Road Improvement Contribution***"). If paid to City in full by the third anniversary of the completion of annexation, the El Charro Road Improvement Contribution shall total Three Million Dollars ($3,000,000), and shall be divided by the total number of building permits being sought for the Project's single-family market rate units ($3,000,000 / 189 = $15,873.02, rounded up), and such amount shall be paid by Developer to City at issuance of each residential building permit for a single-family market rate unit in the Project (including model homes) until the full $3,000,000 has been paid to City. In the event the full El Charro Road Improvement Contribution has not been paid to City by the deadline set forth above, each subsequent payment thereof shall be subject to those annual adjustments pursuant to the ENR Construction Cost Index for San Francisco in effect at the time of the building permit issuance for each residential unit. To the extent the Developer has not made full payment of the El Charro Road Improvement Contribution by the end of the term of this Agreement, any balance shall be paid to City no later than the expiration date of the Term of this Agreement.

i. In connection with the construction of the relevant single-family homes, Developer shall construct a total of forty-eight (48) JADUs, which shall be deed-restricted to lower-income households that will promote and serve the housing needs of residents within the City. Said deed restriction shall be in substantially the same form as Exhibit ____ to the form of Regulatory AHA attached hereto as **DA Exhibit B.**

j. To the extent permitted by applicable laws, Developer shall use good faith and commercially reasonable efforts to require all persons and entities providing Project-related construction materials and fixtures, including bulk lumber, concrete, structural steel and pre-fabricated building components, such as roof trusses, used in connection with the construction and development of, or incorporated into, the Project, to designate the Project Site as the place of use of material used in the construction of the Project in order to have the local portion of the sales and use tax distributed directly to City, all to the extent allowed by law. To satisfy the foregoing obligation, Developer shall instruct, in writing, its general contractor to cooperate with City as follows. To assist City in its efforts to ensure that the full amount of such local sales and/or use tax is allocated to the City, Developer shall include a provision in the relevant general contractor's contract that instructs its general contractor to provide City with an annual spreadsheet, which includes a list of all subcontractors, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet sheet to contact each subcontractor who may qualify for local allocation of use taxes to City. The terms of this subsection shall only apply to the construction of the buildings and structures in connection with the initial Project buildout and shall not apply to any subsequently performed tenant or individual lot owner improvement work within a building or structure

Section 3.3 Vested Development Rights. Subject to annexation, the Project shall vest rights to construct and operate the Project on the Project Site in accordance with this Agreement and the Applicable Law, which shall include the following:

a. The City's General Plan and the Pleasanton Municipal Code (as modified by the Project Approvals), in effect on the Effective Date and the other Project Approvals;

b. All other adopted City policies, ordinances, resolutions, rules, regulations, and standards applicable to development or use of the Project Site on the Effective Date, except that Developer shall:

1. Pay the City Impact Fees and Other City Fees, as such fees are defined in Section 3.4 below, at the time of issuance of a building permit for each residential unit in the amounts determined by Section 3.4 below.

2. Subject to any applicable exception(s) under state law, comply with the Building Code requirements in effect on a City-wide basis at time of complete building plan check submittal.

3. Comply with construction and technical design standards or specifications for public improvements that are applicable City-wide at time of complete Subdivision Improvement Plan submittal. In the event the Subdivision Improvement Plan expires, and no construction activities thereunder have been started, the City Engineer may, at his/her discretion, require the Subdivision Improvement Plan to be updated to reflect the current technical design standards or specifications for public improvements at the time of renewal or extension.

4. Comply with changes in City laws, regulations, plans or policies applicable City-wide, the terms of which are found by the City Council, based on substantial evidence, to be (1) required as a result of a specific and identifiable issue in each case that is presently unknown or unforeseeable that would otherwise have an immediate and substantially adverse risk on the physical health and safety of the public, and (2) based on further written findings by the City Council, and transmitted to Developer, specifically identifying, based on objective and quantifiable evidence in the official record, the precise nature and extent of the dangerous or hazardous circumstance(s) requiring such condition or denial or change in Applicable Law, why there are no feasible mitigation or alternatives to the imposition of such condition or denial or changes in the law, and how such condition or denial or new law would alleviate the dangerous or hazardous circumstance ("***Public Health and Safety Exception***").

5. Comply with a change in City law, regulations, plans or policies that is specifically mandated by state or federal law pursuant to Section 2.3 above.

6. Following any subsequent environmental review, comply with required mitigation measures.

c. The Parties agree that the obligations set forth in this Agreement are conditioned upon LAFCO approval of the annexation of the Project Site into the City of Pleasanton. Upon approval of the Project Approvals by City, City agrees to act in good faith, in collaboration with Developer, to support and timely process the annexation application with LAFCO. Developer shall be responsible for all costs associated with the annexation, including, but not limited to, preparation of the LAFCO application, LAFCO application submittal fees, and any other City-related annexation fees. Developer shall prepare the application for annexation of the Project Site for City's review and approval; thereafter, City and Developer shall work in good faith to finalize the annexation application. City shall formally submit the final annexation application to LAFCO no later than fifteen (15) days from the Effective Date of this Agreement, unless extended by Developer as reflected in writing, and provided that, at the Effective Date, City has received all information, exhibits, attachments and documentation necessary to support the application from Developer. Parties shall work cooperatively to attempt to complete annexation of the Project Site within than six (6) months from the Effective Date of this Agreement, unless Developer agrees to extend this timeline as documented in writing to City.

Section 3.4 City Development Impact Fees and Exactions; TIF Credits. Notwithstanding any provision herein to the contrary and in accordance with and subject to this Article 3, during the Term, Developer shall be responsible for only those types and amounts of City development impact fees and utility connection fees in effect on December 17, 2024 in accordance with City Council Resolution No. ____ as set forth in attached **DA Exhibit G**, as the Project is considered to be "already in process" under said Resolution, subject to those annual adjustments pursuant to the ENR Construction Cost Index for San Francisco in effect at the time of the building permit issuance for each residential unit within the Project. Included within attached **DA Exhibit H** is a complete list of the types and amounts of City development impact fees and utility connection fees applicable to the Project pursuant to this Section 3.4 (collectively, "***City Impact Fees***"). In addition to City Impact Fees, Developer shall also pay all other applicable fees and exactions, such as building permit and other development-related fees applicable to the Project and collectible by City (for City's own account or on account of other agencies as set forth in Section 3.7) (all such other fees collectible by City for its own account are referred to collectively as "***Other City Fees***"). An estimate of all City Impact Fees as calculated as of the Effective Date is attached as **DA Exhibit H**. Other City Fees to be paid by Developer shall be those fees which are in effect at the time of building permit issuance for each residential unit within the Project except as otherwise allowed by state law. The obligations set forth in this Section 3.4 shall be subject to fee credits due to Developer as detailed in **DA Exhibit D**.

Section 3.5 Inclusionary Housing. Developer shall enter into the Regulatory Affordable Housing Agreement ("***AHA***") in substantially the same form as **DA Exhibit B**, which obligates Developer to construct a total of forty-eight (48) deed-restricted JADUs within the Project Site for purposes of satisfying City's IZO obligations. After the construction of said JADUs, the rental of same shall be governed by the Regulatory AHA, as further detailed in **DA Exhibit B** and consistent with Pleasanton Municipal Code Chapter 17.44.

Section 3.6 Building Permit and Processing Fees.

a. Building Permit. Subject to Section 3.4 above, Developer shall pay to City building permit fees (which fall under the category of Other City Fees) in accordance with City's adopted fee schedule in effect at the time Developer submits the applications for building permits.

b. Processing Fees. Developer shall pay to City its reasonable application processing fees (which fall under the category of Other City Fees) for the Project in accordance with City's adopted fee schedule in effect at the time Developer submits the applications for Subsequent Approvals (defined in Section 4.4 below).

Section 3.7 Other Agency Fees. The Parties acknowledge and agree that the Project will be subject to applicable fees and fee estimates collectible by City on account of the Dublin San Ramon Services District ("***DSRSD***"), Zone 7 for sewer and water connections, respectively, and the Tri-Valley Transportation Development Fee on account of the Tri-Valley Transportation Council ("***TVTC***"), for the Project. The Parties acknowledge that DSRSD, Zone 7 and TVTC, and not City, control the amount and timing of payment of such fees. Developer shall pay to City the amount of such DSRSD, Zone 7, and TVTC fees then in effect when payment is due or any such other amount that may be agreed upon in writing by Developer and DSRSD, Zone 7, or TVTC.

## ARTICLE 4 City Obligations

Section 4.1 Availability of Public Services. To the maximum extent permitted by law and consistent with its authority under applicable enabling laws, City shall reserve and allocate capacity and/or supply for sewer, water and any other utilities or services in an amount sufficient to serve the Project.

Section 4.2 Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild the Project Site within the Term of this Agreement should it become necessary due to natural disaster, or changes in seismic requirements. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, any Subsequent Approvals, the building codes existing at the time of such rebuilding or reconstruction (except as otherwise provided under state law), and the applicable requirements of CEQA.

Section 4.3 Processing Subsequent Approvals and Subsequent Entitlements. "***Subsequent Approvals***" shall mean, collectively, those certain other land use approvals, entitlements, and permits other than the Project Approvals which are necessary for, and consistent with, the development of the Project on the Project Site. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, lot line adjustments and/or parcel maps or final subdivision maps, improvement agreements, grading permits, building permits, encroachment permits, public access easements, sewer and water connection permits, and certificates of occupancy.

Section 4.4 Regulation by Other Public Agencies. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Project Site separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. In the event any state or federal resources agency (e.g., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Regional Water Quality Control Board/State Water Resources Control Board, Bay Area Air Quality Management District), in connection with its final issuance of a permit or certification for all or a portion of the Project, imposes requirements that require modifications to the Project, then at Developer's discretion, the Parties shall use their best efforts to incorporate such changes into the Project; provided, however, that if Developer appeals or challenges any such permit requirements, then the Parties may defer such changes until the completion of such appeal or challenge.

Section 4.5 Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule (also within Developer's sole discretion), the Parties acknowledge and agree that Developer will need to apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall use reasonable efforts to assist Developer in obtaining such permits and approvals, including, at the reasonable request of Developer, attending meetings with other governmental or quasi-governmental entities, providing documents reasonably requested by other governmental or quasi-governmental entities, and assisting Developer, at Developer's sole cost and expense, in implementing mitigation measures or other measures required by any such entity, and may, in its sole discretion, from time to time at the request of Developer, enter into binding agreements with any such entity as may be necessary to ensure the timely availability of such permits and approvals.

## ARTICLE 5 Mortgagee Protection

Section 5.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Project Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Project Site ("***Mortgage***"). This Agreement shall be superior and senior to any lien placed upon the Project Site or any portion thereof after the date of recording this Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("***Mortgagee***") who acquires title to the Project Site, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

Section 5.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 5.1 above, no Mortgagee shall have any obligation or duty under this Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder; except that the Mortgagee and its successor shall have no vested right to develop the Project without fully complying with the terms of this Agreement and executing and delivering to City, in a form and with terms reasonably acceptable to City, an assumption agreement of Developer's obligations hereunder. Upon subsequent transfer from a Mortgagee to a third party, the third party shall be subject to all the terms of this Agreement, including, but not limited to, the assignment and assumption provisions of this Agreement.

Section 5.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives a notice from a Mortgagee requesting a copy of any Default Notice given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice, for a period of sixty (60) days after the Mortgagee receives the written notice of noncompliance, or any longer period as is reasonably necessary, not to exceed one hundred twenty (120) days, to remedy such items of non-compliance, by mutual consent of City and the Mortgagee provided that said Mortgagee shall continuously and diligently pursue the remedy at all times until the item of non-compliance is cured.

Section 5.4 No Supersedure. Nothing in this Article 5 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 5 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 5.3 above.

Section 5.5 Technical Amendments to this Article 5. City agrees to reasonably consider interpretations and/or amendments or modifications to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Project Site or any refinancing thereof and to otherwise cooperate in good faith to

facilitate Developer's negotiations with lenders. City agrees upon request, from time to time, to meet with Developer and with representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City shall not unreasonably withhold, delay or condition its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, and all Applicable Laws and applicable New City Laws (if any).

## ARTICLE 6 Insurance, Indemnity, and Cooperation in the Event of Legal Challenge

Section 6.1 Insurance Requirements. Prior to commencement of construction activities (excluding grading that is occurring prior to the Effective Date pursuant to County permits) and through completion of all construction activities for the Project, Developer shall procure and maintain, or cause its contractor(s) to procure and maintain, commercial general liability insurance at least as broad as Insurance Services Office (ISO) CG 00 01 for at least Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, and Two Million Dollars ($2,000,000) products and completed operation aggregate for bodily injury and property damage. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled. The policy shall provide that City, its officials, officers, employees, and agents are named additional insureds as evidenced by an additional insured endorsement using ISO form CG 20 10 (or equivalent) for ongoing operations and satisfactory to the City Attorney. The policy shall allow and be endorsed primary insurance for work performed by Contractor and its subcontractors, and that no other insurance or self-insurance effected by City or other additional insured will be called on to contribute to or cover a loss covered thereunder. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the City and its officials, officers, employees, and agents.

Developer's insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-: VII or a rating otherwise approved by City in its sole discretion. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (ten (10) days advance notice in the case of cancellation for non-payment of premiums) where the insurance carrier provides such notice to Developer.

Section 6.2 Indemnity and Hold Harmless. Developer shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City Parties from and against any and all present and future Claims, including Claims for any bodily injury, death, or property damage, resulting directly or indirectly from the development or construction of the Project, compliance with the terms of this Agreement, including the construction and/or provision of public or community benefits, and/or from any other acts or omissions of Developer under this Agreement, whether such acts or omissions are by Developer or any of Developer's contractors, subcontractors, agents or employees, except to the extent such Claims arise from the active negligence or willful misconduct of any City Party. The Parties acknowledge that the indemnification obligations set forth in this Section 6.2 are intended to cover the possibility that, among other things, a Claim may be brought after construction is completed and the Project is occupied under circumstances, such as, for example, where a third-party brings a Claim against City in connection with allegations of harm associated with City's approval of Project improvements. The Parties further acknowledge that this Section 6.2 includes any and all present and future Claims arising out of Developer's or its contractors' obligations to comply with

any applicable State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works" (collectively, "***Prevailing Wage Laws***") during construction of the Project, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781. Developer's obligations under this Section 6.2 shall survive the expiration or earlier termination of this Agreement.

Section 6.3 Cooperation. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, or the Project Approvals ("***Litigation Challenge***"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (a) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice, with the costs of such representation, including Developer's administrative, legal and court costs, paid by Developer; (b) City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice in any such action or proceeding with the costs of such representation, including City's administrative, legal, and court costs and City Attorney oversight expenses, paid by City; and (c) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Any proposed settlement of a Litigation Challenge shall be subject to Developer's and City's approval not to be unreasonably withheld, conditioned or delayed. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by Developer and City in accordance with Applicable Law, and City reserves its full legislative discretion with respect to any such City approval. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so. Developer's obligations under this Section 6.3. shall survive the expiration or earlier termination of this Agreement.

The obligations of City and Developer pursuant to this Section 6.3 shall be suspended as provided as set forth above in the event the Project Approvals are challenged by a referendum petition, or in the event Ordinance _____ adopting this Agreement is challenged by a referendum petition.

## ARTICLE 7 Miscellaneous

Section 7.1 Amendments. The Agreement may be amended in writing by the Parties, by mutual agreement, consistent with the procedures set forth in the Development Agreement Statute, as it is amended from time to time.

Section 7.2 No Damages Relief. The Parties acknowledge that neither Party would have entered into this Agreement if it were exposed to damages claims by the other Party for any breach of this Agreement. The Parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration City would require to enter into this Agreement to justify the exposure. As such, the Parties agree that in no event shall either Party be entitled to recover damages against the other Party for breach of this Agreement. To the extent permitted by law, specific enforcement

of this Agreement, including, but not limited to, specific performance of Developer's payment obligations set forth in Section 3.2, is the proper and desirable remedy.

Section 7.3 Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence ("***Default Notice***") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of a default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action. In the event City or Developer defaults under the terms of this Agreement, the non-defaulting party shall have all rights and remedies provided under law. No default hereunder shall render invalid the lien of any deed of trust, Mortgage or security interest in or upon the Project Site or any improvements or fixtures at any time located thereon. Notwithstanding anything to the contrary in the foregoing, if more than one Developer has obtained rights and assumed obligations hereunder as a result of an Assignment pursuant to Section 7.8 below, then provisions under this Section 7.3 shall apply only to the extent those rights and obligations so assumed by a Developer are implicated with respect to a default hereunder.

Section 7.4 Periodic Review.

a. Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the Effective Date, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "***Periodic Review***") shall be conducted by the Director of Community and Economic Development or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code § 65865.1.

b. Good Faith Compliance. During the Periodic Review, the Director of Community and Economic Development shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, if the Director of Community and Economic Development finds, based on substantial evidence in the record, that Developer has not complied in good faith with the terms and conditions of this Agreement, the Director shall notify Developer in writing of the City's findings. Developer shall have ten (10) business days from the date of the City's notice to respond to City's evaluation of Developer's performance. Within ten (10) business days of receipt of the Developer's response, the Director of Community Development shall provide a written determination, based on findings, as to whether Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the Director of Community and Economic Development shall be appealable to the City Council by Developer. If the Director of Community and Economic Development finds and determines that Developer has not complied with such terms and conditions, the Director of Community and Economic Development may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code § 65867 and § 65868, although the City Council shall be the final decision maker in this regard subject to Developer's ability to challenge this decision in court.

The costs incurred by City in connection with the Periodic Review process described herein shall be the responsibility of the Developer.

Section 7.5 California Law. This Agreement shall be construed and enforced in accordance with California Law.

Section 7.6 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

Section 7.7 Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns, representatives, and all other persons acquiring all or a portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, including, without limitation, purchasers or ground lessees thereof. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code Section 1468.

Section 7.8 Assignment of Interests, Rights and Obligations. Because of the necessity to coordinate development of the entirety of the Project Site pursuant to the Project Approvals and plans for the Project, particularly with respect to the provision of public benefits as provided in Article 3, certain restrictions on the right of Developer to assign or transfer its interest under this Agreement with respect to the Project Site, or any portion thereof, are necessary in order to assure the achievement of the goals, objectives and public benefits of the Project and this Agreement. Developer agrees to and accepts the restrictions set forth in this Section 7.8 as reasonable and as a material inducement to City to enter into this Agreement. The Project Site, as well as the rights and obligations of Developer under this Agreement, may not be transferred or assigned, in whole or in part, by Developer to a successor in interest, assignee, or transferee (collectively, "***Transferee***"), without City's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

No such assignment or transfer shall be valid until and unless the following occur:

a. Developer, or any successor Transferor, gives thirty (30) days' prior written notice to City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement with respect to all or a portion of the Project Site, and a disclosure of the identity of the Transferee, including copies of the articles of incorporation in the case of corporations and the names of individual partners in the case of partnerships. Any failure by Developer or any successor Transferor to provide the notice shall be curable in accordance with the provisions in Section 7.3 above. Any such notice of proposed assignment or transfer shall include reasonable evidence of the proposed assignee's experience as a reputable developer of projects of similar size and complexity as the portion of the Project being transferred and the proposed assignee has the financial resources to meet its obligations under the proposed assignment. If the City Manager does not take action on this request within this 30-day period, the request shall be deemed denied and Developer shall have the right to appeal this denial to the City Council, based on the evidence previously submitted (and any other evidence Developer elects to provide or that is requested by the City), with such appeal being heard at the next available City Council meeting where proper notice can be given. If the City

Manager denies the request for consent to the transfer, he or she shall provide written reasons for the decision, and shall meet with Developer in good faith to determine what additional information may be necessary, including any list of requested corrections to be made in order to obtain consent to the same. Developer shall pay the actual costs borne by City in connection with its review of the proposed assignment, including the costs incurred by the City Attorneys Office. Upon any such appeal, if the City Council does not consent to the assignment to such Transferee, the City Council shall provide its reasons in writing. For avoidance of doubt, change in stock or other ownership interests in a corporate or business entity shall not constitute a transfer or assignment subject to an Assignment under this Agreement, unless so requested by Developer.

b. Unless otherwise stated elsewhere in this Agreement to the contrary, a Transferee expressly and unconditionally assumes all of those rights and obligations of this Agreement transferred or assigned by Developer and which are expressly set forth in the applicable Assignment Agreement.

c. Each Transferee of all or any portion of the Project Site shall be solely and only liable for performance of such Transferee's obligations applicable to its portion of the Project Site under this Agreement as specified in the applicable Assignment Agreement, Upon the assignment or transfer of all or any portion of the Project Site together with any obligations assignable under this Agreement, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations so assumed and shall have the assumed rights of Developer under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, executed by the transferring Developer, and the Transferee, as of the date of such transfer, assignment or conveyance of all or the applicable portion of the Project Site. The failure of a Transferee of any portion of the Project Site to perform such Developer's obligations set forth in the applicable Assignment Agreement may result, at the City's option, in a declaration that this Agreement has been breached with respect to those obligations so assumed and City may, but shall not be obligated to, exercise its rights and remedies under this Agreement solely as it relates to the defaulting Transferee's portion of the Project Site as provided for in Section 7.5 hereof, subject to such defaulting Transferee's right to notice and opportunity to cure the default in accordance with provisions of Section 7.3 hereof. Any partial termination of this Agreement as it relates to that Transferee's holding is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement and the rights of the non-defaulting Developer (or subsequent Transferor(s)) hereunder.

d. With respect to a transfer and assignment of Developer's interest in the Project Site and the related rights and obligations hereunder, upon the effective date of any such transfer and assignment, as evidenced by the execution of an Assignment Agreement pursuant to this Section 7.8 between Developer and the Transferee and delivery of such Assignment Agreement to the City, Developer shall automatically be released from any further obligations to the City under this Agreement with respect to the Project Site or portion thereof so transferred.

e. A Transferee shall not be liable for any obligations to the City under this Agreement relating to any portion of the Project Site other than that portion transferred to such Transferee, and no default by a Developer under this Agreement with respect to such other portions of the Project Site shall be deemed a default by such Transferee with respect to the portion of the Project Site transferred to such Transferee.

f. Upon City approval of an Assignment to a Transferee, City, upon request by Developer, Developer (or its successor), Transferee and City shall each execute, and cause the recordation in the Official Records of the County of, a "Memorandum of Assignment" (in a form substantially similar to the Memorandum of Assignment set forth in **Exhibit I** to this Agreement).

Section 7.9 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

| | |
|---|---|
| DA EXHIBIT A-1 | Legal Description of Project Site |
| DA EXHIBIT A-2 | Diagram of Project Site |
| DA EXHIBIT B | Form of Regulatory Affordable Housing Agreement |
| DA EXHIBIT C | Scope of and Fee Credits for Transportation Improvements |
| DA EXHIBIT D | Scope of Maintenance CFD |
| DA EXHIBIT E | Off-Site Water Improvements |
| DA EXHIBIT F | Off-Site Sewer Improvements |
| DA EXHIBIT G | Resolution No. ___ Showing City Impact Fees |
| DA EXHIBIT H | Estimate of City Impact Fees and Other City Fees |
| DA EXHIBIT I | Form of Memorandum of Assignment |

Section 7.10 Termination.

a. Termination Upon Completion of Project or Expiration of Term. Except for the provisions of this Agreement that survive termination as provided in Section 1.3 above, this Agreement shall terminate upon the earlier of the expiration of the Term or when the Project on the Project Site has been fully developed in accordance with the Project Approvals and Subsequent Approvals, as evidenced by (a) the issuance of the last Certificate of Occupancy necessary for Project buildout, and (b) written documentation approved by both Parties that confirms Parties' respective obligations in connection therewith and with this Agreement have been fully satisfied.

b. Termination Due to Default. After notice and expiration of the cure period as specified in Section 7.3 above, if the default has not been cured or it is not being diligently cured in the manner set forth above, the noticing Party may, at its option, give notice of its intent to terminate this Agreement pursuant to the Development Agreement Statute ("***Notice of Intent to Terminate***")***.*** Within thirty (30) days of receipt of a Notice of Intent to Terminate, the matter shall be scheduled for consideration and review in the manner set forth in the Development Agreement Statute. Following consideration of the evidence presented in said review, the Party alleging the default may give written notice of termination of this Agreement. If a Party elects to terminate as provided herein, upon sixty (60) days' written notice of termination, this Agreement shall be terminated as it relates to the defaulting Party's rights and obligations hereunder. Notwithstanding the foregoing, a written notice of termination given under this Section 7.10(b) is effective to terminate the obligations of the noticing Party only if a default has occurred. If the

noticing Party is not so authorized to terminate, the non-noticing Party shall have all rights and remedies provided herein or under applicable laws and regulations, including, without limitation, the right to specific performance of the defaulting Party's obligations under this Agreement. Once a Party alleging default has given a written notice of termination, legal proceedings may be instituted to obtain a declaratory judgment determining the respective termination rights and obligations under this Agreement. Notwithstanding the foregoing, any such default and related termination shall only extend to the defaulting Party's rights and obligations hereunder and shall not affect the rights and obligations of any other Transferee who has acquired other portion(s) of the Project Site in accordance with Section 7.8 above.

c. Termination by Mutual Consent. This Agreement may be terminated by mutual consent of the Parties in the manner provided in the Development Agreement Statute and in City's Development Agreement Procedures.

d. Termination for Ultimate Individual Lots. This Agreement shall automatically terminate with respect to any for sale individual residential lot and such lot shall be released and shall no longer be subject to this Agreement, without the execution or recordation of any further document, upon the issuance of a certificate of occupancy for the building(s) on each said lot.

e. Documentation of Termination. While the Parties intend the foregoing termination to be automatic and self-executing upon the relevant trigger(s), City agrees to promptly execute and deliver such documents and instruments in recordable form as Developer may reasonably request in order to evidence the termination of this Development Agreement. Thereafter, Developer may cause a notice of such termination to be duly recorded in the official records of Alameda County.

Section 7.11 Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by email, by registered or certified mail (return receipt requested), or by FedEx or other similar courier promising overnight delivery to the respective addresses specified by each Party. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City, to: City of Pleasanton
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Attn: City Manager
Telephone: (925) 931-5002
E-mail:

With Copies to: City of Pleasanton
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Attn: Dan Sodergren, City Attorney
Telephone: (925) 931-5015
Email: dsodergren@cityofpleasanton.gov

If to Developer, to: 330 Land Company, LLC

156 Diablo Road, Suite 340
Danville, CA 94526
Attn: Steve Reilly
Telephone (925) 368-3128
Email: sreilly@330land.com

With Copies to: USL Pleasanton Lakes, L.P.

999 Baker Way, Suite 200
San Mateo, CA 94404
Attn: Bridget Metz
Telephone: (925) 364-0898
Email: bmetz@steelwavellc.com

GVR Partners LLP
345 California Street
Suite 700
San Francisco, California 94104
Attn: Nadia Costa
Telephone: (415) 462-2202
Email: nadia.costa@gvrpartners.com

Section 7.12 Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all prior and contemporaneous negotiations or agreements of the Parties with respect to all or any part of the subject matter hereof. Any waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and Developer.

Section 7.13 Estoppel Certificate. Developer may, at any time, and from time to time, deliver a written notice to City requesting City to certify in writing that: (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments entered into by the Parties, and/or (c) to the knowledge of City, neither Party is or has been in default under this Agreement, or if any such default has to City's knowledge occurred, describing the nature of any such event of default and any cure thereof. City shall execute and return such certificate to Developer within ten (10) business days following City's receipt thereof, and if City fails so to do within such ten (10) business day period, the information in Developer's notice shall conclusively be deemed true and correct in all respects. The Director of Community Development, on behalf of City, shall execute certificates requested by Developer hereunder. City acknowledges that any certificate hereunder may be relied upon by any transferee or Mortgagee of any interest of Developer hereunder.

Section 7.14 Further Assurances. Each of the Parties covenants, on behalf of itself and its successors and assigns, to take all actions and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be reasonably necessary, proper or convenient to achieve the purposes and objectives of this Agreement.

Section 7.15 Interpretation. Captions and headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. The Parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the Parties, without regard to any rules of construction relating to the Party who drafted a particular provision of this Agreement.

Section 7.16 Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Alameda.

Section 7.17 No Waiver. No delay or omission by the City or Developer in exercising any right or power accruing upon the other Party's noncompliance or failure to perform under the provisions of this Agreement shall impair or be construed to waive any right or power. A waiver by City or Developer of any of the covenants or conditions to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions.

Section 7.18 Project as a Private Undertaking; No Joint Venture or Partnership. The Project constitutes private development, neither City nor Developer is acting as the agent of the other in any respect hereunder, and City and Developer are independent entities with respect to the terms and conditions of this Agreement. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer joint venturers or partners.

Section 7.19 Time Is of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

Section 7.20 Third-Party Beneficiaries. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status.

Section 7.21 City Business License. Developer, at its expense, shall obtain and maintain a City of Pleasanton business license at all times during the Term, and shall include a provision in all general contractor agreements for the Project requiring each such general contractor to obtain and maintain a City of Pleasanton business license during performance of the work of construction

Section 7.22 Recitals. The recitals to this Agreement are part of the Agreement.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

"**CITY**"

Dated:_____

CITY OF PLEASANTON,
a municipal corporation

By:_____
Joseph Calabrigo, Interim City Manager

Dated:_____

Approved as to form:

By: _____
Daniel G. Sodergren, City Attorney

Dated:_____

Attest:

By: _____
Jocelyn Kwong, City Clerk

"**DEVELOPER**"

Dated:_____

Name of Developer

By: _____

Its: Manager

**EXHIBIT A-1**
**TO**
**AGREEMENT**

**LEGAL DESCRIPTION OF PROJECT SITE**

**[See Attached]**

APRIL 30, 2026
JOB NO. 3435-010

**EXHIBIT A**
**LOT LINE ADJUSTMENT**
**LEGAL DESCRIPTION**
**RESULTANT LOT 1**

REAL PROPERTY SITUATE IN THE UNINCORPORATED COUNTY OF ALAMEDA, STATE OF CALIFORNIA, COMPRISING A SINGLE LEGAL LOT DESCRIBED AS FOLLOWS:

ALL OF PARCEL A, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THAT PARCEL MAP 11230 RECORDED MAY 9, 2022, IN BOOK 354 OF MAPS AT PAGE 91 FILED IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

**TOGETHER WITH:**

A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON SAID MAP, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWESTERN CORNER OF SAID PARCEL B, BEING A POINT ON THE NORTHERN RIGHT OF WAY LINE OF BUSCH ROAD (100' WIDE), AS SAID ROAD IS SHOWN ON SAID MAP;

THENCE, LEAVING SAID POINT OF BEGINNING ALONG THE WESTERN LINE OF SAID PARCEL, NORTH 00°54'22" WEST 1,891.67 FEET TO THE NORTHERN LINE OF SAID PARCEL;

THENCE, ALONG SAID NORTHERN LINE, SOUTH 89°41'49" EAST 74.02 FEET;

THENCE, LEAVING SAID NORTHERN LINE, SOUTH 00°54'22" EAST 661.79 FEET;

THENCE, ALONG THE ARC OF A TANGENT 268.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°15'54", AN ARC DISTANCE OF 66.85 FEET;

THENCE, ALONG THE ARC OF A REVERSE 331.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°15'54", AN ARC DISTANCE OF 82.53 FEET;

THENCE, SOUTH 00°54'22" EAST 24.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 36.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 49°49'43", AN ARC DISTANCE OF 31.74 FEET;

THENCE, ALONG THE ARC OF A REVERSE 63.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 99°39'27", AN ARC DISTANCE OF 110.45 FEET;

THENCE, ALONG THE ARC OF A REVERSE 36.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 49°49'43", AN ARC DISTANCE OF 31.74 FEET;

THENCE, SOUTH 00°54'22" EAST 24.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 331.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°12'07", AN ARC DISTANCE OF 76.38 FEET;

THENCE, ALONG THE ARC OF A REVERSE 368.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°12'07", AN ARC DISTANCE OF 84.91 FEET;

THENCE, SOUTH 00°54'22" EAST 723.63 FEET TO THE SOUTHERN LINE OF SAID PARCEL, BEING COMMON WITH SAID NORTHERN RIGHT OF WAY LINE OF BUSCH ROAD;

THENCE, ALONG SAID COMMON LINE, NORTH 87°03'49" WEST 74.17 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 29.99 ACRES OF LAND, MORE OR LESS.

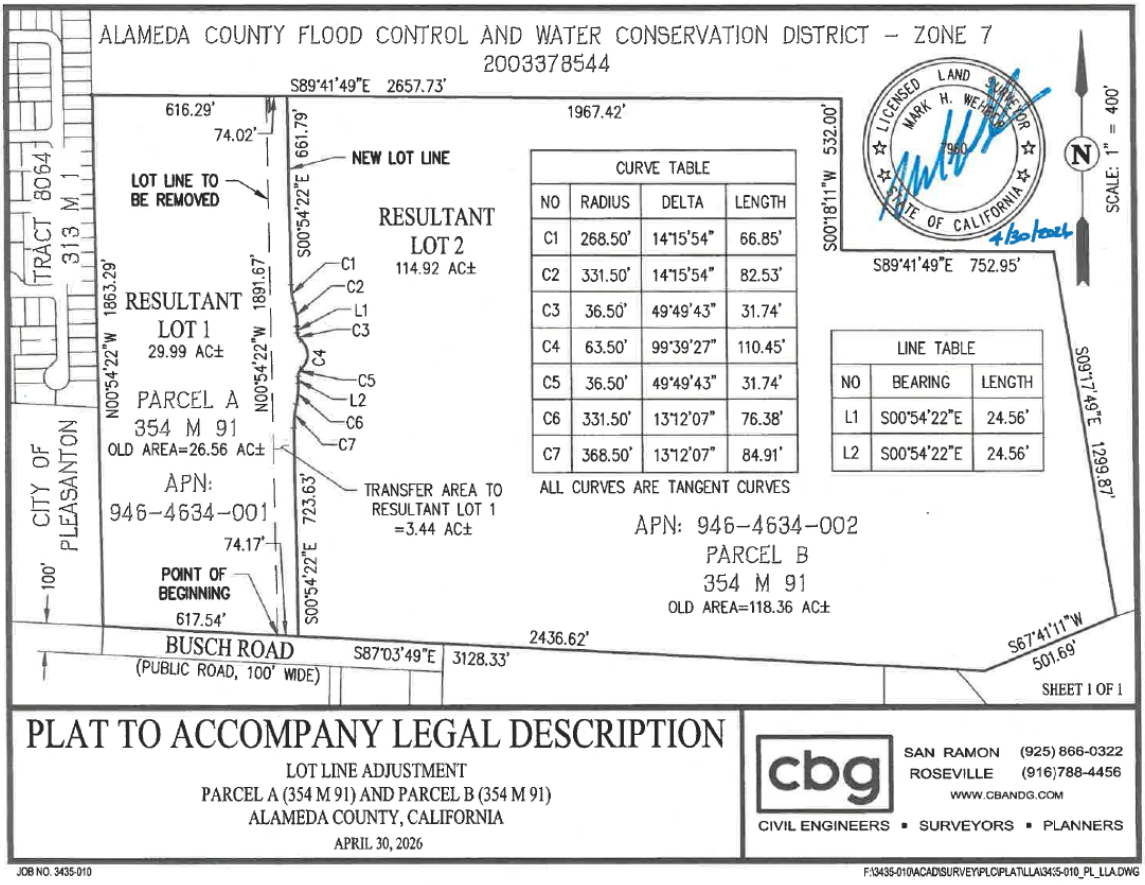
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

**END DESCRIPTION**




4/30/2026

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




# PLAT TO ACCOMPANY LEGAL DESCRIPTION

LOT LINE ADJUSTMENT
PARCEL A (354 M 91) AND PARCEL B (354 M 91)
ALAMEDA COUNTY, CALIFORNIA
APRIL 30, 2026

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

JOB NO. 3435-010

F:\3435-010\ACAD\SURVEY\PLC\PLAT\LLA\3435-010_PL_LLA.DWG

**EXHIBIT A-2**
**TO**
**AGREEMENT**

**DIAGRAM OF PROJECT SITE**

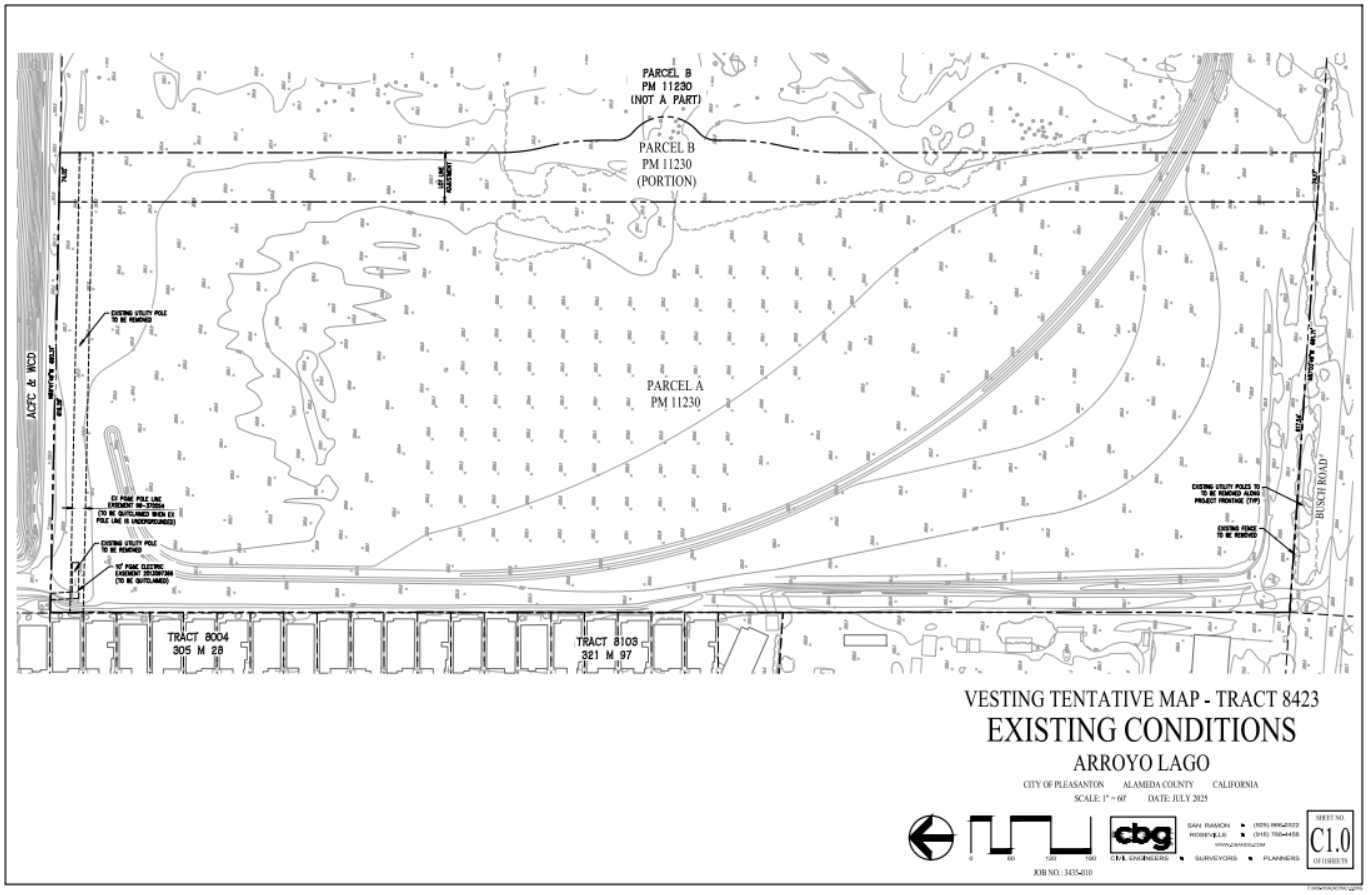


**EXHIBIT B**
**TO**
**AGREEMENT**

**FORM OF**
**REGULATORY AFFORDABLE HOUSING AGREEMENT**

**[See Attached]**

RECORDING REQUESTED BY and
AFTER RECORDING RETURN TO:

City Clerk
City of Pleasanton
123 Main Street | P. O. Box 520
Pleasanton, CA 94566

[This document is exempt from recording fees pursuant to Government Code § 27383 and exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922]

**AFFORDABLE HOUSING AGREEMENT**

This **AFFORDABLE HOUSING AGREEMENT** ("Agreement") is made this_____day of _____, 2026, by the **CITY OF PLEASANTON**, a Municipal Corporation ("City"), and **330 Land Company, LLC**, a California limited liability company ("Project Developer").

**RECITALS**

A. Project Developer currently owns a legal or equitable interest in certain undeveloped real property located in the County of Alameda, California, consisting of approximately 29.9 acres located directly east of the City's municipal limits between Lake I of the Zone 7 Chain of Lakes north of the subject property, Cope Lake to the east of the property and Busch Road to the south of the property, as more particularly described in the legal description in Attachment 1 [DA Exhibit A-1 attached hereto, and as diagrammed in DA-Exhibit A-2 attached hereto and incorporated herein by reference (the "Property")].

B. Project Developer is proposing to develop a total of one hundred and eighty-nine (189) single-family, detached market rate residential units with forty-eight (48) Junior Accessory Dwelling units ("JADUs"), along with related improvements (collectively, the "Project").

C. Pleasanton Municipal Code ("PMC") Section 17.44.080(G) provides options to satisfy the requirements of PMC Chapter 17.44 ("IZO"), allowing for an alternative method to meet the requirements set forth in PMC Chapter 17.44.020.

D. Project Developer has proposed an alternate method of complying with the IZO requirements by constructing 48 deed-restricted JADUs in the Project, which may be rented to households with incomes up to eighty percent (80%) of Area Median Income ("AMI"), as so described as lower income households, as further described in Attachment 2 attached hereto and incorporated herein by reference.

E. AMI shall mean the area median income for the San Francisco-Oakland-Fremont Metropolitan Statistical Area adjusted for household size in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937 or any successor statute.

F. Execution and fulfillment of this Agreement meets the requirements of the City's

IZO in effect on February 21, 2025 (the date a complete preliminary application for the Project was submitted) for the Project and is provided in lieu of paying the City's Affordable Housing Fee for the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and conditions contained herein, City and Project Developer agree as follows:

1. Project Developer shall provide for the construction of forty-eight (48) attached JADUs which shall, if rented, be available and restricted to Low Income Households with incomes up to 80% AMI (collectively, the "JADU Inclusionary Units") in accordance with the following:

| Unit Type | Lower Income (80% AMI) |
|---|---|
| JADU | 48 |

A. Unit Location. Project Developer shall construct the 48 required JADU Inclusionary Units in the locations identified in the approved Inclusionary Unit Map (Attachment 2). For the purpose of flexibility in location, Attachment 2 shows a total of fifty-seven (57) lots, all of which would be suitable to incorporate JADU Inclusionary Units; the parties acknowledge and agree that only 48 JADU Inclusionary Units are required hereunder. The Community and Economic Development Director may administratively approve changes in the location of the JADU Inclusionary Units provided that he or she finds that the units are reasonably dispersed as required by PMC Section 17.44.050.A.

B. Unit Size. All 48 JADU Inclusionary Units shall be at least one hundred seventy (170) square feet, consistent with the approved Site Development Review, and shall have a kitchenette and bathroom facility. The City Council, in approving this Agreement, hereby finds that the JADU Inclusionary Units is a permitted alternative method of meeting the purpose set forth in PMC Chapter 17.44.020 and the applicable requirements of the IZO.

C. Regulatory Agreements. Prior to transferring ownership to a buyer of a single family home which includes a JADU Inclusionary Unit, Project Developer shall require that the initial buyer and the City execute a Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants (the "JADU Regulatory Agreement") in substantially the form attached hereto as Attachment 3. The Regulatory Agreements shall restrict all JADU Inclusionary Units, if rented, to Low Income Households. Upon the initial sale of the single family home with a JADU Inclusionary Unit and the recordation of the Regulatory Agreement against such home, Project Developer shall have no further obligations or liabilities with respect to such JADU Inclusionary Unit, including but not limited to, monitoring the compliance with this Agreement or the Regulatory Agreement by the owner of the home or any successor thereto, and responsibility for compliance with the Regulatory Agreement as to that JADU Inclusionary Unit shall thereafter be the responsibility of the then single-family home owner. Project Developer shall remain responsible for compliance with this Agreement as to all other JADU Inclusionary Units that are included within single-family

units not yet sold. The City and Project Developer agree that a breach of the Regulatory Agreement by a purchaser of a home with a JADU Inclusionary Unit shall not constitute a default or breach by the Project Developer. The JADU Inclusionary Units may be rented in accordance with PMC Section 18.106.080.F.

D. As required by PMC Section 18.106.070.E, the owner of a single-family home with a JADU Inclusionary Unit shall participate in the City's monitoring program to document the rent levels of the Junior Accessory Dwelling Units (JADUs) being rented.

2. The single-family homes with the JADU Inclusionary Units shall be constructed concurrently with the construction of the subject single-family market-rate units.

3. By providing the 48 JADU Inclusionary Units, the entire Project, as approved by City Council Resolution No. ___, is exempt from any obligation to pay the Affordable Housing Fee described in Pleasanton Municipal Code section 17.40.030.

4. Project Developer shall provide forty-eight (48) Junior Accessory Dwelling Units (JADUs), each of which will be attached to the corresponding primary unit. The JADUs are not required to be rented from the primary unit; however, if rented, they must be rented at no more than 80% of the City's published AMI rent levels. JADUs shall not be permitted to be sold separately in accordance with Pleasanton Municipal Code section 18.106.080.G.

5. All JADU Inclusionary Units shall remain affordable, if rented, in perpetuity.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns, to the extent consistent with the foregoing provisions of this Agreement.

7. Project Developer shall provide written notice to the initial buyers of the single-family homes with the JADU Inclusionary Units that they are required to comply with the restrictive covenants recorded on the subject JADU Inclusionary Units. The initial buyers and subsequent buyers of the single-family homes with the JADU Inclusionary Units shall execute a JADU Regulatory Agreement. The restrictive covenants set forth therein shall remain in perpetuity as long as the initial buyer or any successor, heir or assign owns the single-family home with the JADU Inclusionary Unit.

8. Project Developer shall have the right to transfer and assign all or any portion of its rights, duties and obligations under this Agreement to any person or entity acquiring fee simple title to all or any portion of the Property. Project Developer shall be immediately released from its obligations under this Agreement upon such assignment so long as: (i) Project Developer was not in default of this Agreement at the time of conveyance, (ii) Project Developer provided to City prior written notice of such transfer, and (iii) the transferee executes and delivers to City a written assumption agreement in which: (1) the name and address of the transferee is set forth, and (2) the transferee expressly assumes the relevant obligations of Project Developer under this Agreement. Failure to deliver a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

9. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

10. If Project Developer fails to perform an obligation hereunder, and such failure continues for thirty (30) days after delivery of written notice of such failure by the City (or such longer period of time as may be reasonably necessary to cure such failure) then Project Developer shall be in default hereunder and the City's sole remedy hereunder shall be to pursue an action for specific performance against ProjectDeveloper.

11. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by air courier, email, or sent by prepaid registered or certified mail with return receipt requested, and shall be deemed to have been given on the earliest of (a) receipt or refusal of receipt; (b) one business day after delivery to an air courier for overnight expedited delivery service; (c) five business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified); or (d) on the day of its transmission by email if transmitted during the business hours of the place of receipt, otherwise on the next business day, provided that a copy of such notice, consent or other communication is also delivered pursuant to clause (b) or (c) above. All references to "business days" herein shall exclude weekends and State or Federal holidays. All notices shall be addressed as follows (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

    If to the City, at:
    City of Pleasanton Attention: City Manager
    P.O. Box 520
    Pleasanton, CA 94566
    Email: _____

    If to the Project Developer, at:
    330 Land Company LLC
    156 Diablo Road, Suite 340
    Danville, CA 94526
    Email: sreilly@330land.com

12. Notwithstanding anything to the contrary in this Agreement, the restrictions set forth in this Agreement shall be enforceable solely by the City and not by, or on behalf of, any tenant or third-party purchaser of the Project or any residents within the Project.

13. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding agreement.

14. This Agreement shall be recorded in Alameda County, shall run with the land, and shall bind the parties and their successors in interest.

*---------- Signatures follow on next page. ----------*

**THIS AGREEMENT** is executed as of the date and year first above written.

**CITY**:
CITY OF PLEASANTON,
a Municipal Corporation

By: _____
_____, City Manager

**Project Developer:**
330 Land Company, LLC,
a California limited liability company

By: _____
Title: _____

ATTEST**:**

By: _____
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

By: _____
Daniel Sodergren, City Attorney

Attachments:
1. DA Exhibit A-1 and DA Exhibit A-2
2. Identification of JADU Inclusionary Units
3. Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants

**ATTACHMENT 1**

**Legal Description**

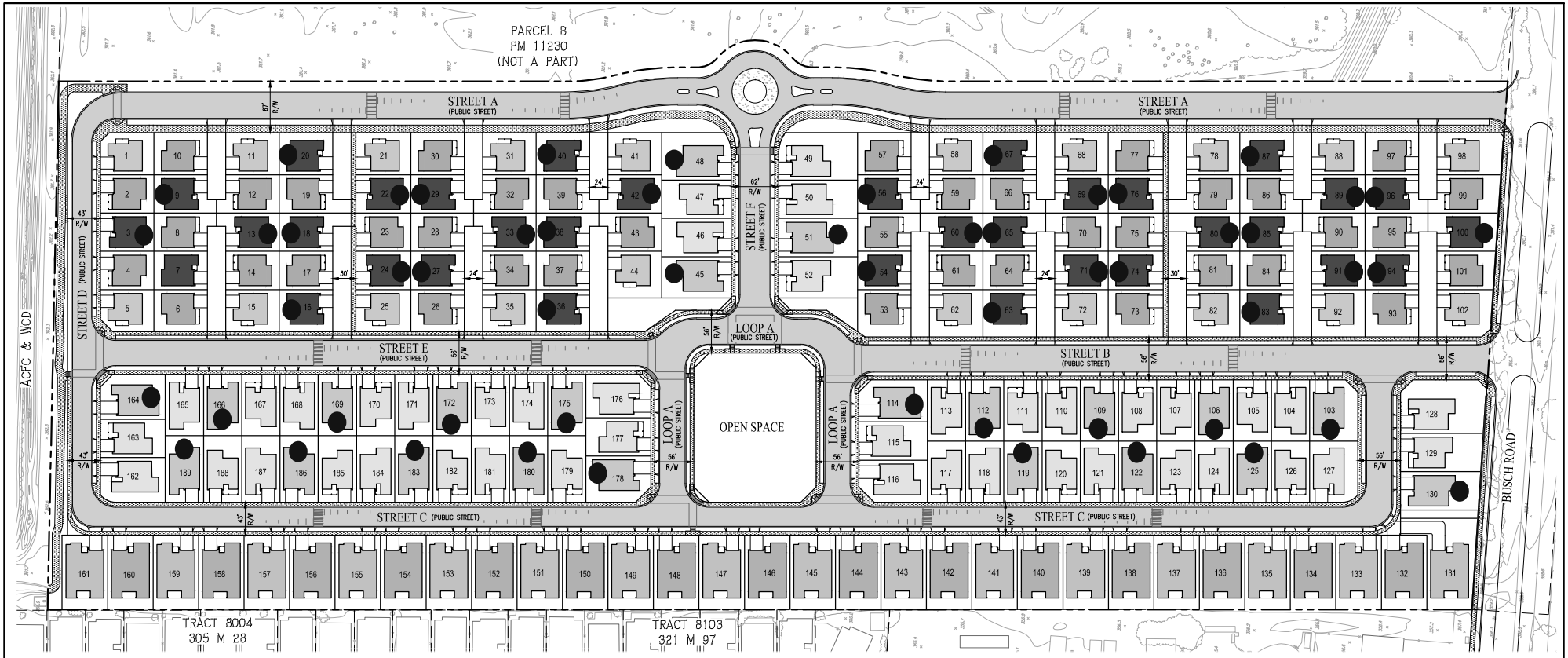
**DA Exhibit A-1 and DA Exhibit A-2**

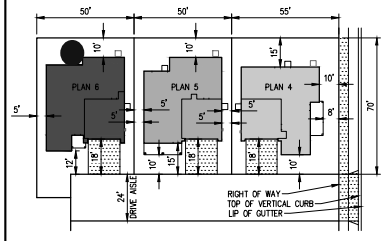
[Attached]

**ATTACHMENT 2**

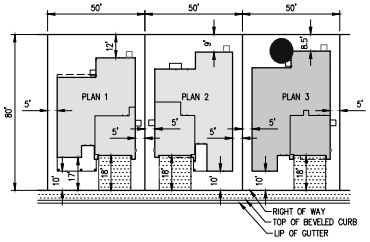
**Identification of JADU Inclusionary Units**

[Attached]

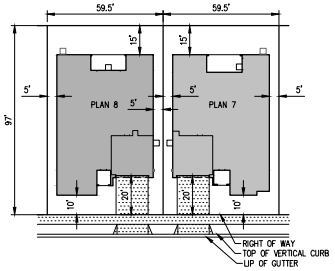



50' X 70' LOT TYPICAL
NOT TO SCALE




50' X 80' LOT TYPICAL
NOT TO SCALE




59.5' X 97' LOT TYPICAL
NOT TO SCALE

| 50'X70' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 4 | 2,541 | 20 | 21% | 50,820 |
| PLAN 5 | 2,620 | 39 | 41% | 102,180 |
| PLAN 6 | 2,648 | 35 | 37% | 92,680 |
| AVERAGES / TOTALS | | 94 | 100% | 245,680 |

| 50'X80' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 1 | 2,991 | 21 | 33% | 62,811 |
| PLAN 2 | 3,306 | 21 | 33% | 69,426 |
| PLAN 3 | 3,398 | 22 | 34% | 74,756 |
| AVERAGES / TOTALS | | 64 | 100% | 206,993 |

| 59.5'X97' PRODUCT MIX | | | | |
|---|---|---|---|---|
| | PLAN SF | NO. OF LOTS | % MIX | TOTAL SF |
| PLAN 7 | 2,642 | 16 | 52% | 42,272 |
| PLAN 8 | 2,660 | 15 | 48% | 39,900 |
| AVERAGES / TOTALS | | 31 | 100% | 82,172 |

# POTENTIAL JADU LOCATIONS

## Arroyo Lago

0 60 120 180

JOB NO.: 3435-010

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

SHEET NO.
P-2
OF 2 SHEETS

P:\3435\01\ACAD\TMP-2.DWG

**ATTACHMENT 3**

**Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants**

[Attached]

**FORM OF DECLARATION OF RESTRICTIVE COVENANT FOR ACCESSORY DWELLING UNITS**

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

City of Pleasanton
City Clerk's Office
123 Main Street, P.O. Box 520
Pleasanton, CA 94566

Recording requested pursuant to
Govt. Code § 27383 & 6103 – NO FEE

**SECONDARY UNIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

| | |
|---|---|
| Owner: | **Name** |
| Property Address: | **Address, Lot # Pleasanton, CA 94568** |
| Name of Development: | **Arroyo Lago** |

This Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement') is entered into effective as of _____ ("Effective Date") by and between the City of Pleasanton, municipal corporation ("City") and _____ (the "Owner"). City and Owner are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

**Recitals**

A Owner is the owner of certain real property that contains a Junior Accessory Dwelling Unit ("JADU") Inclusionary Unit ("JADU Inclusionary Unit"), which is located in the City of Pleasanton, County of Alameda, State of California and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Property is located within a residential development project commonly referred to as "Arroyo Lago" (the "Project") that was subject to the City's Inclusionary Zoning Ordinance (IZO) (Chapter 17.44 of the Pleasanton Municipal Code), which requires that developments consisting of 10 or more residential units include a specified percentage of units that are subject to affordability restrictions set forth in a binding agreement recorded against the property or as otherwise required pursuant to an

alternative means of compliance approved by the City Council pursuant to PMC section 17.44.080.

B. The Project Developer of the Project sought to satisfy its IZO obligations through, among other things, the construction of secondary units on some of the residential lots in the Project, including on the Property, and requiring the purchasers of single-family homes with JADU Inclusionary Units to enter into regulatory agreements restricting the rents charged for the JADU Inclusionary Units to affordable rents, in accordance with the IZO and that certain *Affordable Housing Agreement* entered into by the Project Developer and City dated _____, 2026 ("Affordable Housing Agreement"). The City Council approved this alternative means of complying with the IZO through adoption of Resolution No. _____ on _____, 2026.

C. The Parties have agreed to enter into and record this Agreement in order to satisfy the requirements described in the foregoing Recitals. Subject to Owner's election to rent the Restricted Unit (defined below) on the Property, the purpose of this Agreement is to regulate and restrict the occupancy and rents of the Property's Restricted Unit for the benefit of the occupants of said Restricted Unit. The covenants in this Agreement are intended to run with the land and be binding on Owner and its successors and assigns for the full term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties hereby agree as follows:

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

**"Applicable Income Level"** means the annual gross income level specified as **Low-income**; which shall mean a household whose annual income is more than 50 percent but does not exceed 80 percent of the **Area Median Income**.

**"Area Median Income"** or **"AMI"** AMI shall mean the area median income for the San Francisco-Oakland-Fremont Metropolitan Statistical Area adjusted for household size in accordance with adjustment factors adopted and amended from time to time by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937 or any successor statute.

**"Eligible Household"** means a household whose gross income does not exceed the Applicable Income Level and that is otherwise eligible to rent a Restricted Unit.

**"Qualifying Rent"** means a monthly rent which does not exceed one-twelfth of thirty percent (30%) of the Applicable Income Level adjusted for household size, less a utility allowance as specified by the Housing Authority of Alameda County. By way of example, pursuant to the 2026 Annual Income Limits published for Alameda County, the maximum Applicable Income Level would be $95,050 (divided by 12 months would equate to $7,921 per month). Based on the foregoing, the Qualifying Rent (1/12 of 30%) would be $2,376 per month (one person) and $2,715 per month (two persons), less the applicable utility allowance.

**"Restricted Unit"** means the JADU Inclusionary Unit on the Property that is depicted in attached Exhibit B and that, if rented, may only be rented and occupied at a Qualifying Rent in accordance with and as set forth in Section 2.

2. Use and Affordability Restrictions. Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Owner covenants that it shall not enter into any agreement that expressly conflicts with such restrictions without the express written consent of City.

2.1 Affordability Requirements. Owner shall have the right, but not obligation, to rent the Restricted Unit. Provided, however, that if Owner elects to rent the Restricted Unit, it shall be rented at not more than Qualifying Rent and occupied by Eligible Households. Owner shall ensure that language is contained in all leases and contracts with tenants (if any) executed by Owner that prohibits subleasing of the Restricted Unit.

2.2 Rents for Restricted Units. Rent charged to, and paid by, a tenant for the Restricted Unit shall be not more than Qualifying Rent.

2.3 Non-Discrimination: Compliance with Fair Housing Laws. Owner shall not discriminate against persons or groups of persons on account of race, color, religion, creed, sex, sexual orientation, marital status, familial status, ancestry or national origin in the rental of the Restricted Unit, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the rental of the Restricted Unit in the Property. Owner shall each ensure that language prohibiting such discrimination shall be included in all deeds, leases and contracts executed by Owner or its successors and assigns with respect to the Restricted Unit. Owner shall comply with applicable state and federal fair housing laws in the marketing and rental of the Restricted Unit in the Property.

3. Reporting Requirements as to Rental Tenants of JADU's.

3.1 Tenant Verification. If Owner elects to rent the Restricted Unit, then Owner or its authorized agent shall obtain from each Eligible Household prior to initial occupancy of the Restricted Unit, and on every anniversary thereafter, written documentation verifying each tenant's eligibility containing all of the following, including additional documentation as City may reasonably require (collectively hereinafter "Written Verification"):

(a) Number of people in the household; and

(b) Total household income.

Owner or its authorized agent shall retain Written Verification for not less than three (3) years, and upon City's request, shall make the Written Verification available for inspection by City and shall provide copies of the Written Verification to City. Owner or its authorized

agent may require each Eligible Household to certify the Written Verification.

3.2 Annual Report: Inspections. If Owner elects to rent the Restricted Unit, then Owner shall submit an annual report ("JADU Inclusionary Unit Annual Survey") in substantially the same form as attached Exhibit C. The Annual Report shall, at a minimum, include the following information: (a) identification of the Restricted Unit by address; (b) the monthly rents charged and proposed to be charged; (c) the number of people residing in the Restricted Unit; and (d) the total household income of residents. Upon City's request, Owner shall include with the Annual Report a copy of the Written Verification Owner obtained pursuant to Section 3.1 above, and such additional information as City may reasonably request from time to time in order to show compliance with this Agreement.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in perpetuity.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof regardless of any sale, assignment, transfer, or conveyance of the Property, unless this Agreement is terminated earlier by City in a recorded writing.

5. Binding Upon Successors: Covenants to Run with the Land. Owner hereby subjects its interest in the Property to the covenants and restrictions set forth in this Agreement. City and Owner hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Owner and City, regardless of any sale, assignment, conveyance or transfer of the Property or any part thereof or interest therein. Each reference in this Agreement to a specifically named party shall be deemed to mean a reference to the successor of each such Party. Any successor-in-interest to Owner, including without limitation any purchaser, transferee or lessee of the Property (other than the tenants of the Restrictive Unit within the Property) shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Owner hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

Owner agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property in favor of City.

6. Property Management: Repair and Maintenance: Marketing.

6.1 Management Responsibilities. If Owner elects to rent the Restricted Unit, then Owner shall be responsible for all management functions with respect to the Restricted Unit, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Except as City may otherwise agree in writing, City shall have no responsibility for management or maintenance of the Restricted Unit. The contracting of management services to a management entity shall not relieve Owner of its primary responsibility for proper performance of management duties.

6.2 Repair, Maintenance, and Security. If Owner elects to rent the Restricted Unit, then throughout the term of this Agreement, Owner shall at its own expense, maintain the Restricted Unit in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Owner agrees to maintain the Restricted Unit in a condition reasonably free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring in the Restricted Unit. If Owner elects to rent the Restricted Unit, then Owner shall prevent and/or rectify any physical deterioration of the Restricted Unit and shall make all repairs, renewals and replacements necessary to keep the Restricted Unit and the improvements located thereon in good condition and repair.

6.3 Restrictions on Transfer. If Owner elects to rent the Restricted Unit, then upon the conveyance, sale or lease of the Property, the purchaser or transferee shall submit an Annual Report to the City.

7. Recordation: No Subordination. This Agreement shall be recorded in the Official Records of Alameda County. Owner hereby represents, warrants and covenants that with the exception of easements and restrictions of record, absent the written consent of City, this Agreement shall not be subordinated in priority to any lien (other than those pertaining to taxes or assessments), encumbrance, or other interest in the Property. If at the time this Agreement is recorded, any interest, lien, or encumbrance has been recorded against the Property in position superior to this Agreement, upon the request of City, Owner hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section, and to provide such evidence thereof as City may reasonably request.

8. Encumbrance.

8.1 Encumbrances. Owner agrees to use best efforts to ensure that any deed of trust secured by the Property shall contain each of the following provisions: (a) the holder of such deed of trust shall use commercially reasonable efforts to provide to City a copy of any notice of default issued to Owner concurrently with provision of such notice to Owner (provided however, the failure to do so shall not impair such holder's rights and remedies); and (b) City shall have the reasonable right, but not the obligation, to cure any default by Owner within the same period of time provided to Owner for such cure, extended by an additional thirty (30) days.

8.2 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Property, and the purchaser at any trustee's sale or foreclosure sale (or transferee pursuant to a deed-in-lieu of foreclosure) shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee's sale or foreclosure sale (or deed-in-lieu of foreclosure). Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Property that such violation has occurred. As used herein, "First Lender" shall refer to a mortgagee under a mortgage or a beneficiary under a deed of trust that is first in priority under the recording statutes of the State of California over all other mortgages or deeds of trust encumbering the Property, and any insurer or governmental guarantor of such mortgage or deed of trust. Notwithstanding any other provision of this Agreement, in no event shall the use and affordability restrictions contained herein, or any other provision of this Agreement, impair the rights of the First Lender to cure a default under the loan terms, to foreclose on the Property, or to otherwise protect its interests under the mortgage.

9. Default and Remedies.

9.1 Events of Default. Owner's failure to cure any default in performance of Owner's obligations under this Agreement within thirty (30) days following City's delivery of a notice of default shall constitute an Event of Default hereunder and shall entitle the City to proceed with any of the remedies described below. Notwithstanding the foregoing, if the default is such that it is not reasonably capable of being cured within thirty (30) days, an Event of Default shall not arise hereunder if Owner commences to cure the default within 30 days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days after receipt of City's notice of default or such longer period as City may agree to in writing.

(a) Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;

(b) For violations of obligations with respect to rents for Restricted Units, impose as liquidated damages a charge in an amount equal to the actual amount collected in excess of the Qualifying Rent;

(c) Pursue any other remedy allowed at law or in equity.

9.2 Remedies Cumulative. Each of the remedies provided herein is cumulative and not exclusive. City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

10. Indemnification. In the event that Owner elects to rent the Restricted Unit, then Owner shall defend (with counsel approved by City), indemnify and hold City and its officials, officers, directors, employees, and agents (collectively, the "Indemnified Parties")

harmless from and against any and all losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including reasonable attorneys' fees) arising from: (i) Owner's performance or failure to perform any obligation required by this Agreement; or (ii) any act or omission by Owner, or any of Owner's contractors, subcontractors, agents, employees, licensees or suppliers related to the Restricted Unit, except to the extent arising from the gross negligence or willful misconduct of such Indemnified Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

11. Miscellaneous.

11.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

11.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Owner of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

11.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) email transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by emailshall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

| **City:** | **Owner:** |
|---|---|
| City of Pleasanton<br>Housing Division | Buyers Address<br>Pleasanton, CA 94568 |

200 Old Bernal
P.O. Box 520
Pleasanton, CA 94566
Email: _____

Email: _____

11.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

11.5 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

11.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

11.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by City, or for any amount of money which may become due to Owner or its successor or for any obligation of City under this Agreement.

11.8 Headings: Construction. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party.

11.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

11.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.

11.11 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

11.12 Entire Agreement: Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. The exhibits attached hereto are incorporated herein by this reference.

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as

of the date first written above.

**CITY OF PLEASANTON**

By: _____
Print: _____
City Manager

**ATTEST**

By: _____
Print: _____
City Clerk

**OWNER(S)**

By: _____
Print: _____

By: _____
Print: _____

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

State of California

County of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

## EXHIBIT A

## Property Legal Description

## EXHIBIT B

## Identification of JADU Inclusionary Unit

**EXHIBIT C**

**Form of**

**Annual Report**

**Annual Survey Sample**

## JUNIOR ACCESSORY DWELLING UNIT (JADU) INCLUSIONARY UNIT ANNUAL SURVEY

Please submit your completed survey electronically within 30 days to:
City of Pleasanton Housing Division – housing@cityofpleasantonca.gov

**Owner Name(s):** _____

**Unit Address & Development:** _____

**Mailing Address:** _____

**Contact Information (email & phone number):** _____

**Rental and Ownership Verification**
Your secondary unit is a JADU Inclusionary Unit restricted for income-eligible households.

To verify the maximum monthly rent a tenant may be charged and household income limits, visit:
https://www.cityofpleasantonca.gov/our-government/housing/housing-programs/#rental-housing

| | YES | NO |
|---|---|---|
| 1. I am currently renting my JADU Inclusionary Unit to another household/individual. | ☐ | ☐ |

***If yes:***

a. Indicate the monthly rent being charged. $_____

b. Identify the number of persons in the tenant household. _____

c. Indicate the annual gross income of the tenant household $_____

d. Provide a copy of the lease agreement to the City.

**2. Provide a copy of your current homeowner's insurance to the City.**

*I understand that there are restrictions on my property and if I choose to refinance, sell, or rent my property, I must contact the City of Pleasanton Housing Division at 925-931-5011 or at housing@cityofpleasantonca.gov.*

*I understand that, per my Secondary Unit Regulatory Agreement, if I choose to rent my JADU Inclusionary Unit, the monthly rent cannot exceed one-twelfth of thirty percent (30%) of the 80% Area Median Income (AMI), adjusted for household size, less a utility allowance as specified by the Housing Authority of the County of Alameda (HACA.net).*

*In affixing my/our signature/s below, I/we affirm that all information provided in this form is true and correct. I/we understand that if any information is falsely reported, the City of Pleasanton may take legal action against me/us.*

_____ _____
Signature of Owner, Print Name Date

_____ _____
Signature of Owner, Print Name Date

**FORM OF PERFORMANCE DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING AND SECURITY AGREEMENT**

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

City of Pleasanton
City Clerk's Office
123 Main Street, P.O. Box 520
Pleasanton, CA 94566

Recording requested pursuant to
Govt. Code § 27383 & 6103 – NO FEE

APN:

**PERFORMANCE DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING AND SECURITY AGREEMENT**

**THERE ARE RESTRICTIONS ON THE USE OF THE PROPERTY ENCUMBERED BY THIS DEED OF TRUST. RENTAL OF THE SECONDARY UNIT (JADU INCLUSIONARY UNIT) ON THIS PROPERTY IS LIMITED TO INCOME-ELIGIBLE HOUSEHOLDS AT A QUALIFYING RENT PURSUANT TO THE CITY OF PLEASANTON'S AFFORDABLE HOUSING PROGRAM. CERTAIN LIMITATIONS APPLY TO THE SALE OF THIS PROPERTY.**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this **"Deed of Trust"**) is made as of **DATE ("Effective Date")** by **OWNER (s) as they appear on title** (collectively, **"Trustor"**) to the City of Pleasanton (the **"Trustee"**) whose business address is 123 Main Street, Pleasanton, CA 94566 for the benefit of the City of Pleasanton, a municipal corporation **("Beneficiary"**).

**RECITALS**

A. Trustor is the owner of the real property located at **Property address** in the City of Pleasanton, California 94566 and more particularly described in the attached Exhibit A (the **"Property"**).

B. In accordance with City of Pleasanton Affordable Housing Program **("Program"**) requirements, Trustor and Beneficiary entered into that certain Secondary Unit Regulatory Agreement and Declaration of Restrictive Covenants **("Secondary Unit Regulatory Agreement"**) and recorded in the Official Records of Alameda County substantially concurrently herewith (the **"Secondary Unit Regulatory Agreement"**).

C. The secondary unit rental restrictions set forth in this Deed of Trust and in the Secondary Unit Regulatory Agreement are intended to effectuate the requirements of the Program.

D. Among other provisions, the Secondary Unit Regulatory Agreement provides that (i) if rented, the restricted secondary unit must be rented at or below the Qualifying Rent to Eligible Households, (ii) Trustor is subject to certain recording requirements; and (iii) there are limitations on the sale of the Property.

E. Capitalized terms used and not defined in this Deed of Trust have the meaning ascribed to them in the Secondary Unit Regulatory Agreement.

NOW THEREFORE, to secure full and timely performance by Trustor of the Secured Obligation, it is agreed as follows:

1. Grant in Trust. Trustor, in consideration of the promises herein recited and the trust herein created, hereby irrevocably and unconditionally grants, transfers, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of Trustor's right, title and interest now held or hereafter acquired in and to the following:

(a) all of that certain real property located at _____ [Property address] in Pleasanton, California 94566, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Land");

(b) all buildings, improvements and fixtures now or hereafter erected on the Property and all replacements and additions thereto ("Improvements");

(c) all easements, rights of way, appurtenances and other rights used in connection with the Property or as a means of access thereto ("Appurtenances");

(d) all fixtures now or hereafter attached to or used in and about the Property or the Improvements or hereafter located or constructed on the Property, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to the Improvements in any manner ("Fixtures and Equipment"); and

(e) all leases, subleases, licenses and other agreements relating to use or occupancy of the Property ("Leases") and all rents or other payments which may now or hereafter accrue or otherwise become payable to or for the benefit of Trustor ("Rents") (whether or not such Leases and Rents are permitted pursuant to the Secondary Unit Regulatory Agreement).

All of the above-referenced Property, Improvements, Appurtenances, Fixtures and Equipment, Leases and Rents are herein referred to collectively as the "Security."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing performance of all of the following (the "Secured Obligations"): (i) all present and future obligations of Truster set forth in this Deed of Trust or in the Secondary Unit Regulatory Agreement; (ii) all additional present and future obligations of Trustor to Beneficiary under

any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all modifications, supplements, amendments, renewals, and extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary to protect Beneficiary's interests under this Deed of Trust.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary the rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Truster and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order as Beneficiary may determine. Beneficiary's right to the rents, royalties, issues, profits, revenue, income and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of the lessor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and unless due solely to the willful misconduct or gross negligence of Beneficiary, shall not be responsible for any dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property.

4. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the Uniform Commercial Code ("UCC") with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Alameda County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC. The

full name of Truster and the mailing address of Truster are set forth in Section 8.7 of this Deed of Trust.

5. Trustor Representations, Warranties And Covenants

5.1. Trustor's Estate. Trustor represents and warrants that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property. Trustor agrees to warrant and defend generally the title to the Property against all claims and demands subject to any declarations, easements, or restrictions listed in the schedule of exceptions to coverage in any title insurance policy insuring Beneficiary's interest in the Property.

5.2 Performance of Covenants. Trustor will observe and perform all of Trustor's covenants and agreements set forth in the Secondary Unit Regulatory Agreement, this Deed of Trust, and all other instruments secured by the Property.

5.3 Maintenance of the Property. Trustor agrees: (a) to keep the Property in good repair and in decent, safe, sanitary, habitable condition and permit no waste thereof; (b) to repair, restore or rebuild promptly any Improvements that may be damaged or destroyed while subject to the lien of this Deed of Trust; (d) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; and (e) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Beneficiary's written consent. If there arises a condition in contravention of this Section, and if the Trustor has not cured such condition within thirty (30) days after receiving a notice from Beneficiary of such a condition, then in addition to any other rights available to Beneficiary, Beneficiary shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property to recover its cost of cure.

5.4 Appear and Defend. Trustor shall appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the Beneficiary or Trustee may appear, and in any suit brought by the Beneficiary to foreclose this Deed of Trust.

5.5 Charges: Liens. Trustor shall pay prior to delinquency all taxes, assessments, and other charges, fines, and impositions affecting the Property directly to the payee thereof. Upon request of Beneficiary, Trustor shall promptly furnish to Beneficiary copies of all notices of such amounts due and shall promptly furnish to Beneficiary receipts evidencing all such payments made. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest therein, whether or not such lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust. Trustor shall not be required to pay any tax, charge or assessment so long as Trustor is actively contesting its validity in good faith and by

appropriate legal proceedings which will operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Trustor shall post security for the payment of such contested claims as may be requested by the Beneficiary.

5.6 Insurance. Trustor shall keep the Land and the Improvements insured by a standard all-risk property insurance policy in an amount equal to the replacement value of the Property with loss payable to the Beneficiary. The insurance carrier providing such insurance shall be licensed to do business in the State of California and may be chosen by Trustor, subject to approval by Beneficiary. All insurance policies and renewals thereof will be in a form acceptable to the Beneficiary, and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of any senior lien and the Beneficiary as their interests may appear and in a form acceptable to the Beneficiary. The Beneficiary shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Trustor shall promptly furnish to the Beneficiary, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Trustor will give prompt notice to the insurance carrier and the Beneficiary or its designated agent. The Beneficiary, or its designated agent, may make proof of loss if not made promptly by Trustor. The Beneficiary shall receive thirty (30) days advance written notice of the cancellation, expiration or termination or any material change in the coverage afforded by any of the insurance policies required under this Section.

Unless otherwise permitted by the Beneficiary in writing, insurance proceeds, subject to the rights of the holder of any senior lien, will be applied to restoration or repair of the Property damaged. If the Property is abandoned by Trustor, or if Trustor fails to respond to the Beneficiary, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Trustor that the insurance carrier offers to settle a claim for insurance benefits, the Beneficiary, or its designated agent, is authorized to collect and apply the insurance proceeds at the Beneficiary's option either to restoration or repair of the Property or to pay amounts due under the Secondary Unit Regulatory Agreement.

If the Property is acquired by the Beneficiary, all right, title and interest of Trustor in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition will pass to the Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the holder of any senior lien.

Renewal policies and any replacement policies, together with premium receipts satisfactory to the Beneficiary, shall be delivered to the Beneficiary at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the Beneficiary shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses.

6. **IT IS MUTUALLY AGREED THAT:**

6.1. Protection of Beneficiary's Security. If Trustor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding

is commenced which materially affects Beneficiary's interest in the Property, including, but not limited to, default under any senior lienholder document, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or decedent, foreclosure of any mortgage secured by the Property or sale of the Property under a power of sale of any instrument secured by the Property, then Beneficiary, at Beneficiary's option, without releasing Trustor from any obligation hereunder, may upon notice to Trustor, make such appearance, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, the purchase of insurance, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this Section, with interest thereon, shall become additional indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate permissible under applicable law. Nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder.

6.2 Inspection. Beneficiary or its agent may make or cause to be made reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor reasonable notice prior to any such inspection.

6.3 Awards and Damages. Subject to the rights of senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the amounts collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemner offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

6.4 Prohibition on Transfers of Interest. With the exception of the transfers permitted pursuant to Section 6.9 below, if all or any part of the Property or an interest therein is sold or transferred by Trustor in violation of the Secondary Unit Regulatory Agreement, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Trustor notice of acceleration in accordance with

Sections 7.2 and 8.7 hereof. Such notices shall provide a period of not less than 30 days from the date the notice is mailed within which Truster may pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies permitted by Section 7.2(a) hereof.

6.5 Sale or Forbearance. No sale of the Property, forbearance on the part of Beneficiary or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Trustor either in whole or in part.

6.6 Beneficiary's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) Beneficiary may in its sole discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness, (iii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of the Beneficiary, may reconvey all or any part of the Property, consent to the making of any map or plot of the Land, join in granting any assessment thereon, or join in any such agreement of extension or subordination.

6.7 Reconveyance. Upon payment of all sums and satisfaction of all obligations secured by this Deed of Trust (including without limitation, the satisfaction of all obligations set forth in the Secondary Unit Regulatory Agreement, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any. The recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

7. EVENTS OF DEFAULT

7.1 Events of Default. Any one or more of the following events shall constitute a default under this Deed of Trust:

(a) Rental of the Secondary Unity to a household that does not qualify as an Eligible Household.

(b) Rental of the Secondary Unit at a monthly rent that exceeds the Qualifying Rent.

(c) The sale, conveyance, encumbrance or other transfer of the Property in violation of the Secondary Unit Regulatory Agreement.

(d) An event of default arises under any other loan secured by the Property and such default remains uncured following the expiration of any applicable cure period.

(e) Trustor encumbers or refinances the Property in violation of the Secondary Unit Regulatory Agreement.

(f) Trustor fails to pay real estate taxes, assessments or homeowners association dues, when due, or Owner fails to maintain insurance in such amounts as required under this Agreement, and such event or condition shall not have been cured within thirty (30) days following the date of written notice of default from Beneficiary.

(g) Trustor fails to observe or perform any other covenant, condition, or agreement to be observed or performed by Trustor pursuant to this Deed of Trust, and Trustor fails to cure such default within 30 days following the date of written notice of default from Beneficiary.

(g) An event of default arises under the Secondary Unit Regulatory Agreement.

(h) Trustor declares bankruptcy or makes an assignment of assets for the benefit of creditors.

7.2 Acceleration and Sale.

(a) Default: Remedies. Upon Trustor's breach of any covenant or agreement of Trustor under the Secondary Unit Regulatory Agreement or this Deed of Trust (including without limitation, Trustor's encumbrance or refinancing of the Property in violation of the foregoing agreements) Beneficiary shall, prior to acceleration, mail notice to Trustor as provided in Section 8.7 hereof specifying: (i) the nature of the breach; (ii) the action required to cure such breach; (iii) a date no less than thirty (30) days from the date the notice is mailed to Trustor by which such breach must be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in the sale of the Property. The notice shall further inform Trustor of Trustor's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Beneficiary at Beneficiary's option may: (a) if applicable, declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and invoke the power of sale; (b) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants set forth herein; (c) deliver to the Trustee a written declaration of default and demand for sale pursuant to the provisions for notice of sale found at California Civil Code Sections 2924 *et seq.,* and (d) pursue any other remedy permitted under California law. Beneficiary shall be entitled to collect from the Trustor, or from the proceeds of the sale of the Property, all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

(b) Trustor's Right to Reinstate. Trustor will have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of the judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due under this Deed of Trust

had no acceleration occurred; (b) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, including, but not limited to, reasonable attorneys' fees; (c) Trustor cures all breaches of any other covenants or agreements of Trustor set forth in the Secondary Unit Regulatory Agreement, and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums and perform the obligations secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

(c) Sale. After delivery to Trustee of a Notice of Default and Demand for Sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Trustor, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Trustor, Trustee or the Beneficiary, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee and after deducting all costs, expenses and fees of Trustee, Trustee shall apply the proceeds of sale to the payment of the indebtedness hereby secured, including any advances made or costs or expenses paid or incurred by Beneficiary under this Deed of Trust, any indebtedness evidenced by any other instrument hereby secured, and all other sums then secured hereby, in such order as the Beneficiary shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

(d) Assignment of Rents: Appointment of Receiver: Beneficiary in Possession. Upon acceleration under Section 7.2(a) or abandonment of the Property, Beneficiary (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property (if any) including those past due. All rents collected by Beneficiary or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this-Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received. The provisions of this paragraph and Section 7.2(a) shall operate subject to the claims of prior lien holders.

7.3 Remedies Cumulative: No Waiver. No exercise of any right or remedy by the Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay or forbearance by the Beneficiary or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof in any continued or subsequent default hereunder. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law

or equity, and may be exercised concurrently, independently or successively.

7.4 Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the Beneficiary, to be exercised at any time hereafter, without specifying any reason therefore, by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the Beneficiary deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

7.5 Superiority of First Lender Documents. Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 8.3 of the Secondary Unit Regulatory Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to cure a default under the loan terms, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Trustor, or to protect its interests under the First Lender Deed of Trust. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Deed of Trust shall automatically terminate upon such acquisition of title, provided that (i) the City has been given written notice of default under such First Lender Deed of Trust with **a sixty** (60)-day cure period and (ii) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

8. MISCELLANEOUS PROVISIONS

8.1 Successors and Assigns. The covenants and agreements contained in this Deed of Trust shall bind, and the benefit and advantages hereunder shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties; provided however, nothing in this Section is intended to or shall modify any restrictions on assignment set forth herein or in the Secondary Unit Regulatory Agreement. As used herein, the words "the Beneficiary" means the present Beneficiary or any future owner or holder, including a pledgee of the indebtedness secured hereby.

8.2 Headings; Gender, Number. The captions and headings used in this Deed of Trust are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

8.3 Approvals in Writing. Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the Beneficiary is required or permitted under this Deed of Trust, such action shall be in writing.

8.4 Joint and Several Obligations. If more than one person has executed this Deed of Trust as Trustor, the obligations of all such persons hereunder shall be joint and several.

8.5 Severability. If any provision of this Deed of Trust shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.6 Indemnification. Trustor agrees to indemnify, defend (with counsel approved by Beneficiary) and hold the Beneficiary, its elected and appointed officers, officials, agents and employees ("Indemnitees") harmless from and against any and all losses, damages, claims, actions, demands, judgments, penalties, costs and expenses (including reasonable attorneys' fees) and liabilities (all of the foregoing, collectively "Claims") which the Indemnitees may sustain or suffer directly or indirectly as a result of or arising in connection with (i) Truster's failure to perform any obligations as and when required by the Secondary Unit Regulatory Agreement or this Deed of Trust, (ii) the failure at any time of any of Truster's representations and warranties to be true and correct, or (iii) any action or omission by Indemnitees in connection with this Deed of Trust, except to the extent any such Claim arises due to the gross negligence or willful misconduct of Indemnitees.

8.7 Notices. Except for any notice required under applicable law to be given in another manner (a) any notice to Truster provided for in this Deed of Trust shall be given by mailing such notice by certified mail directed to the Property address or any other address Trustor designates by notice to Beneficiary as provided herein; and, (b) any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's mailing address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall deem to have been given to Trustor or Beneficiary when given in the manner designated herein.

Beneficiary: City of Pleasanton
City Clerk’s Office
123 Main Street, P.O. Box 520
Pleasanton, CA 94566

housing@cityofpleasantonca.gov

Truster: First Name and Last Name

_____

Pleasanton, CA 94566

8.8 Beneficiary Statement. Beneficiary may collect a fee for furnishing the beneficiary statement in an amount not to exceed the amount as provided by Section 2943 of the Civil Code of California.

8.9 Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF,** Trustor has executed this Deed of Trust as of the date first written above.

**TRUSTOR**

_____

Signature

_____

Signature

***SIGNATURES MUST BE NOTARIZED***

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

State of California

County of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT C**
**TO**
**AGREEMENT**

**SCOPE OF IMPROVEMENTS AND**
**TRANSPORTATION DEVELOPMENT FEE CREDIT AREA**

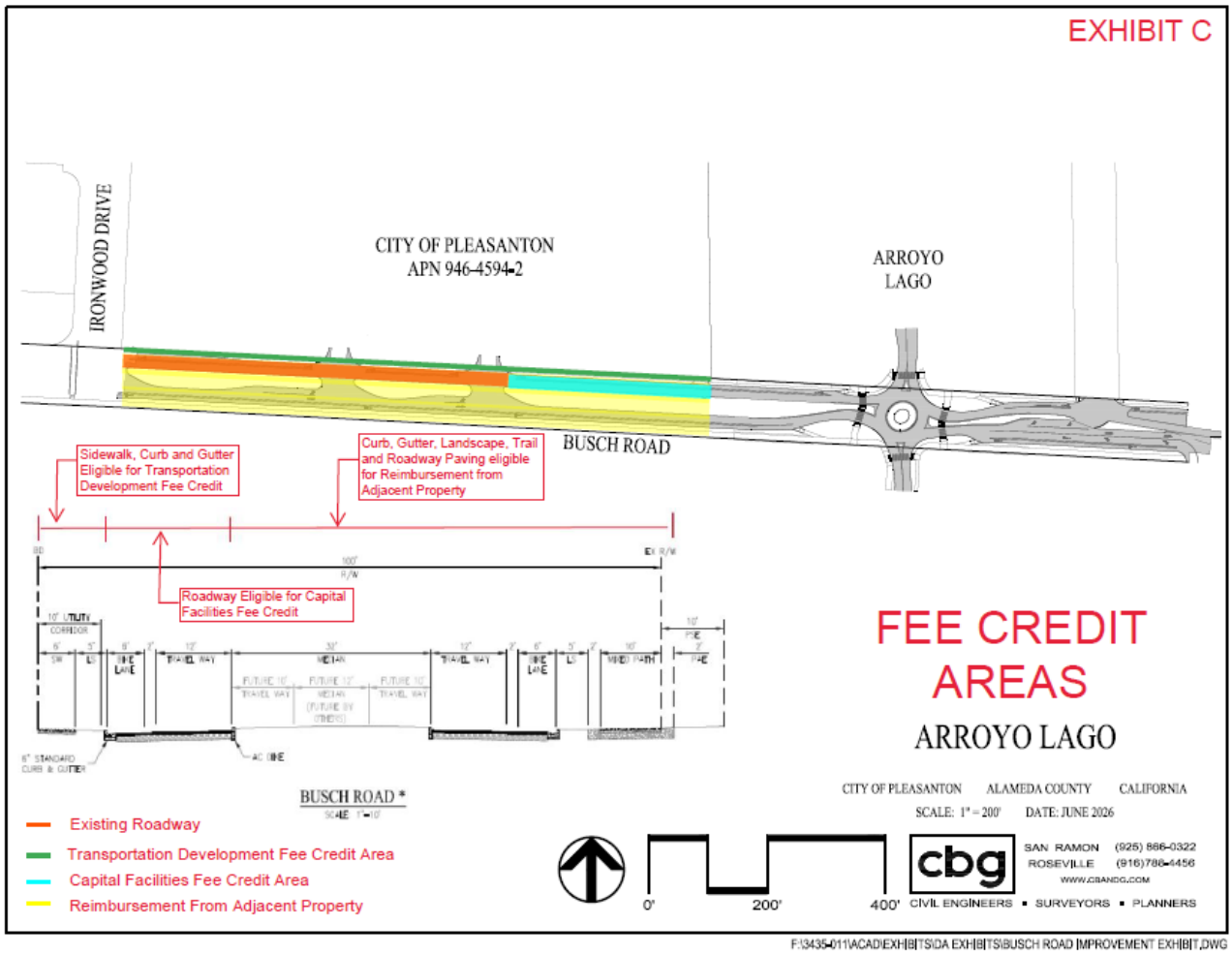


**EXHIBIT D-1**
**TO**
**AGREEMENT**

**ON-SITE MAINTENANCE**

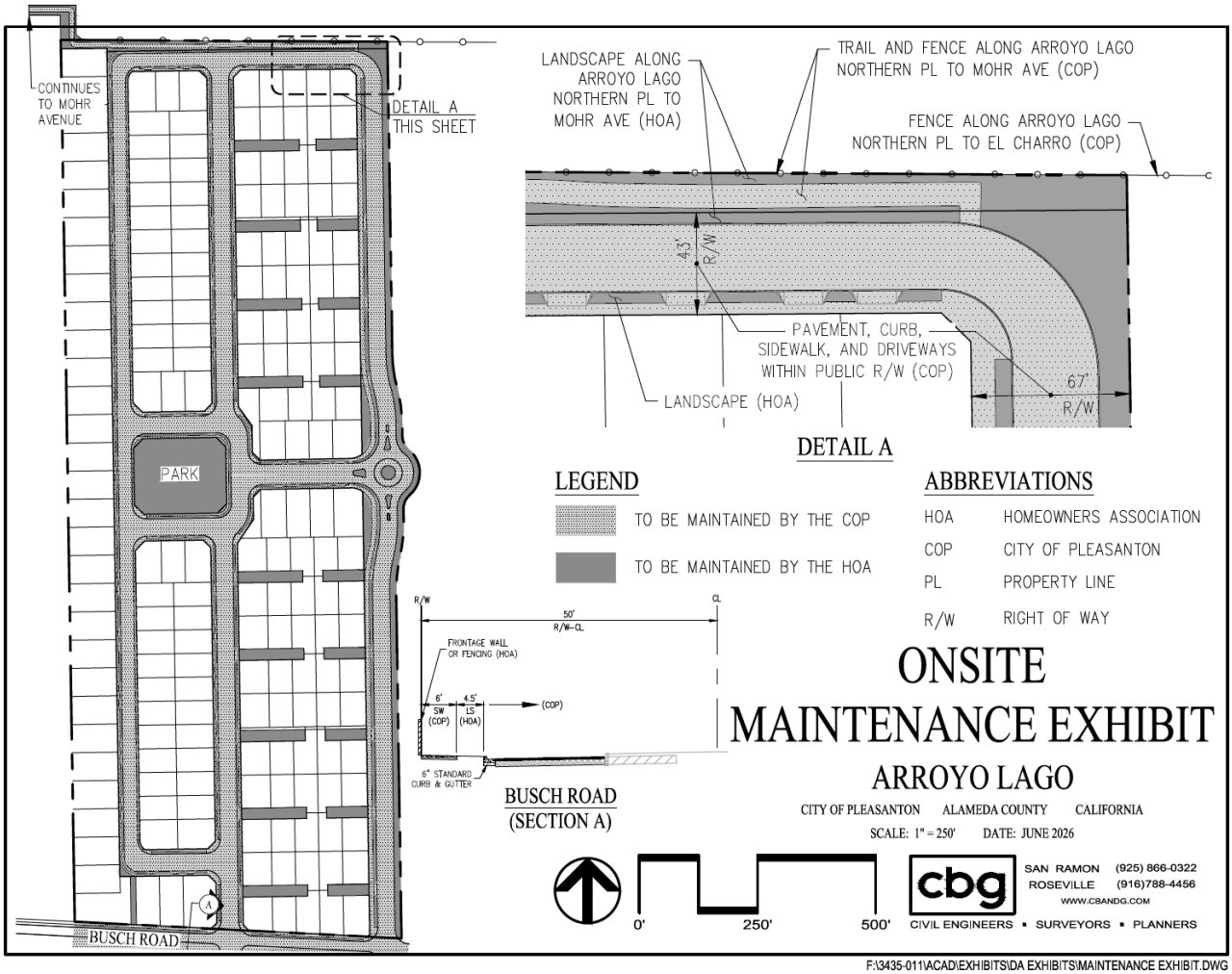


**EXHIBIT D-2**
**TO**
**AGREEMENT**

**OFF-SITE MAINTENANCE**

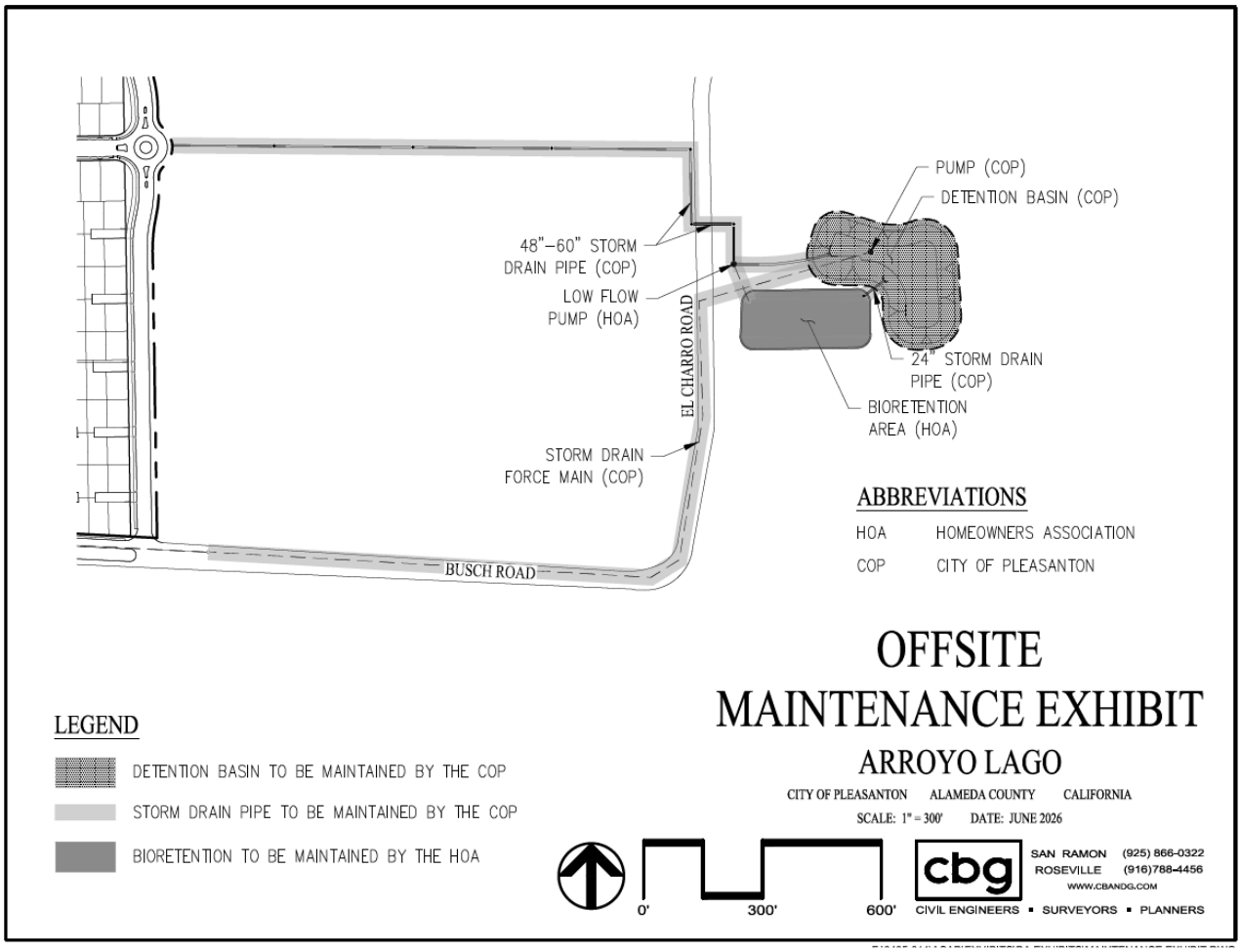


**EXHIBIT E**
**TO**
**AGREEMENT**

**PRO-RATA COST SHARING FOR OFF-SITE WATER IMPROVEMENTS**

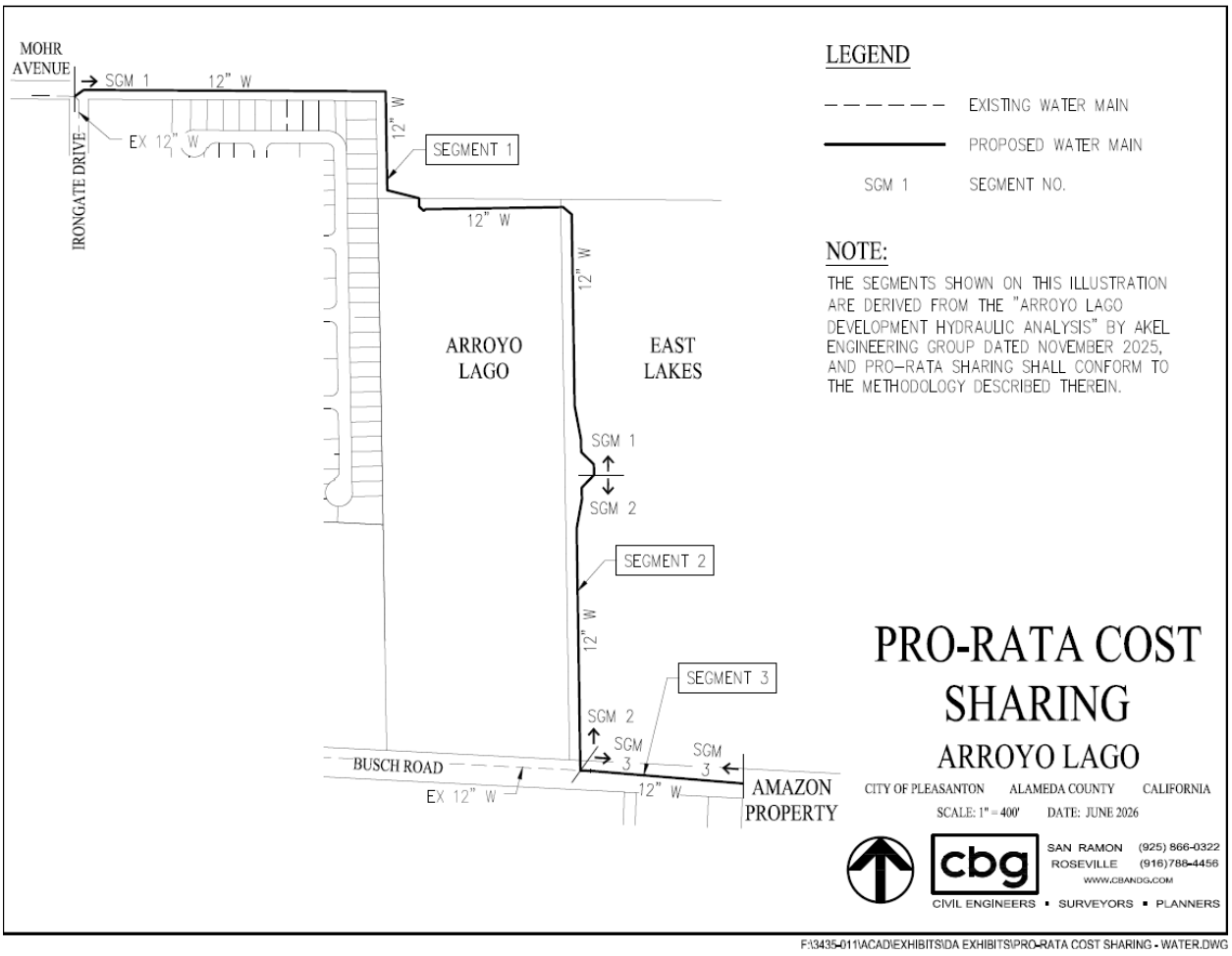


**EXHIBIT F**
**TO**
**AGREEMENT**

**PRO-RATA COST SHARING FOR OFF-SITE SEWER IMPROVEMENTS**

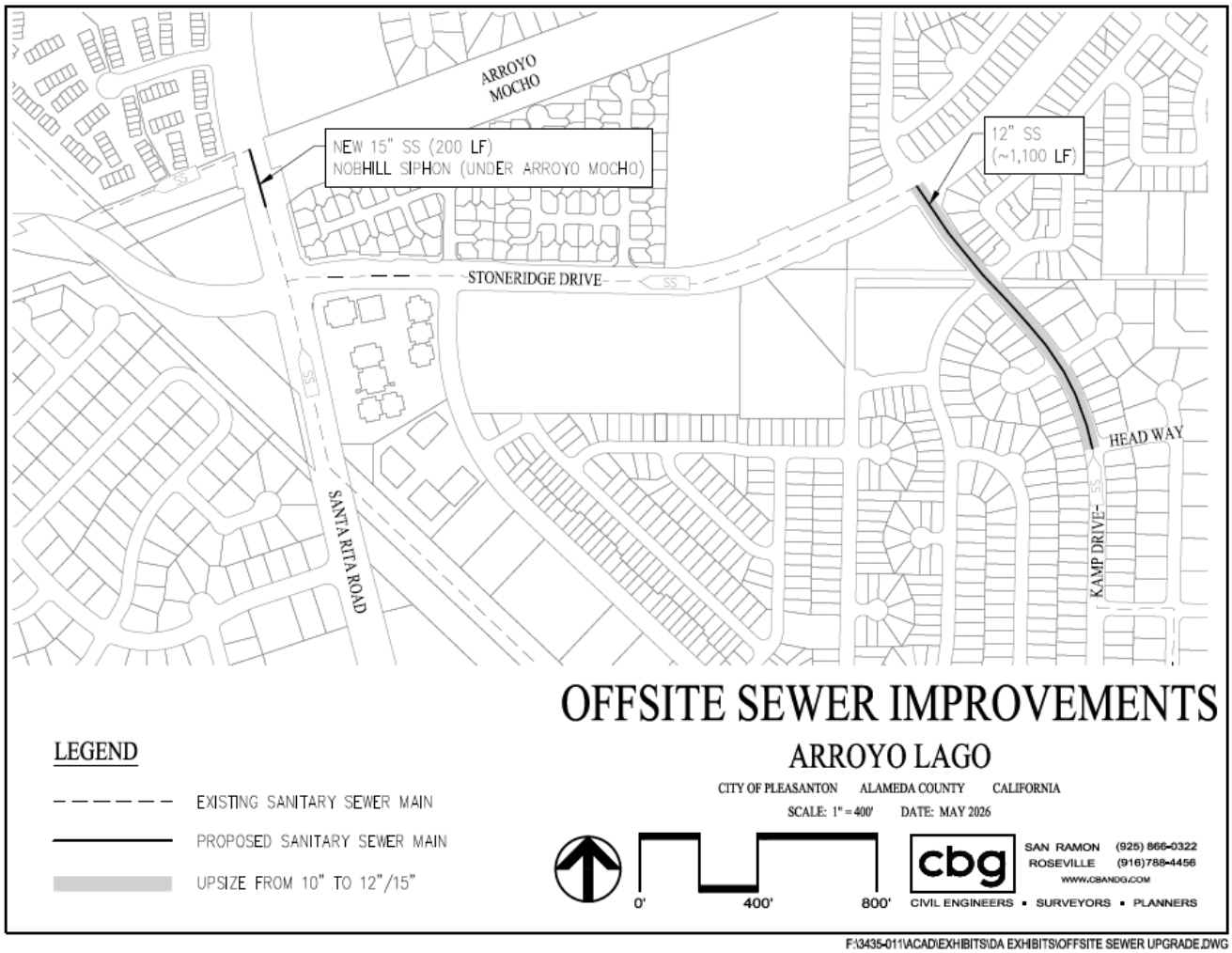


**EXHIBIT G**
**TO**
**AGREEMENT**

**RESOLUTION NO. ____ SHOWING CITY IMPACT FEES**

THE CITY OF PLEASANTON

Community Development Department
200 Old Bernal Avenue • P.O. Box 520
Pleasanton, California 94566-0802
Phone 925-931-5630 • www.pleasantonpermits.com

## DEVELOPMENT FEES

January 1, 2024

Development Fees are shown here and will vary based on the specific project parameters and location. The values shown in this document reflect the fee rates in effect at the time of publication and are subject to change without notification.

The values shown in this document are for informational purposes only.

**Development Fees.** Development Fees are applicable to newly constructed buildings and additions, or whenever a change of use within an existing building creates additional traffic and/or sewer impact. Development Fees are paid at the time of Building Permit issuance at the current rate in effect at the time of payment. Development fees cannot be prepaid. Any change of use on a parcel may trigger a review of the sewer capacity and traffic impact to determine if this creates an increase in demand on City infrastructure. In all cases where it is determined the new use increases demand, a fee is assessed based on the difference between the previously purchased impact fee or capacity at a space, building or parcel and the increased impact or capacity demand.

**Building Permit and Plan Review Fees.** Building Permit and Plan Review for any new or expanding development are to be submitted at our Permit Center. See our separate Building Permit and Plan Review Fees handout for information on those fees and surcharges.

**Fire Sprinkler, Fire Alarm and Hazardous Materials Permits.** These applications and plans are submitted at our Permit Center and routed to the Livermore Pleasanton Fire Department for review. See our separate Fire Permit Handouts for Fees.

**Master Fee Schedule.** This handout includes excerpts from the City's Master Fee Schedule which is available on the City's website. If any discrepancies exist between this handout and the Master Fee Schedule, the Master Fee Schedule shall govern.

## *Affordable Housing Fee*

The Affordable Housing Fee has been established to assist in meeting the affordable and moderate-income housing goals as established in the general plan. All new residential, commercial, office or industrial development projects not otherwise exempt are required to pay an Affordable Housing Fee, as set forth in the City of Pleasanton Master Fee Schedule. Whenever floor area is added, constructed, or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. The City Council may adjust the fee in consideration of on-site programs promoting lower-income housing such as the dedication of land suitable for lower-income housing. See the Pleasanton Municipal Code Chapter 17.40 for exemptions and additional information.

*(adjusted annually based on Consumer Price Index (CPI), rates effective 1/01/2024)*

| | |
|---|---|
| Residential (per dwelling unit) | |
| Single-family (over 1,500 sq ft) | $52,203.00 |
| Apartment, Condo, or Single-family (≤1,500 sq ft) | $51,077.00 |
| Accessory Dwelling Unit (ADU) | $0.00 |
| Non-Residential (per square foot) | |
| Retail | $5.38 |
| Hotel/Motel | $3.71 |
| Office | $8.98 |
| Industrial | $14.91 |

## *Capital Facilities Fee*

The Capital Facilities Fee apportions the cost of necessary public improvements to the reasonably estimated demand that new uses place upon existing and new planned public facilities. All new residential, commercial, office or industrial development projects not otherwise exempt shall pay a Capital Facilities Fee as set forth in the City of Pleasanton Master Fee Schedule. Whenever floor area is added, constructed, or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. See the Pleasanton Municipal Code Chapter 3.22 for exemptions, credits, and additional information.

*(adjusted annually based on Engineering News Record Construction Cost Index (ENR CCI); rates effective 1/01/24)*

| | |
|---|---|
| **Residential** (per dwelling unit) | |
| Single-family detached | $20,480 |
| Townhouse, Apartment, Condominium | $14,593 |
| **Accessory Dwelling Unit** (ADU) | |
| Less than 749 sq. ft. | $0.00 |
| Accessory to Single-Family detached, 750-1,000 sq. ft. | $5,120 |
| Accessory to Single-Family detached, more than 1,000 sq. ft. | $10,240 |
| Accessory to Townhouse, Apartment or Condo, 750-1,000 sq. ft. | $3,647 |
| Accessory to Townhouse, Apartment or Condo, more than 1,000 sq. ft. | $7,296 |
| **Non-Residential** | |
| Office (per square foot) | $2.97 |
| Research & Development (per square foot) | $2.38 |
| Light Manufacturing (per square foot) | $0.95 |
| Service/Commercial (per square foot) | $2.16 |
| Warehouse (per square foot) | $0.95 |
| Retail (per square foot) | $2.16 |
| Restaurant (per square foot) | $2.16 |
| Hotel/Motel (per room) | $1,148 |

## *Transportation Development Fee*

The Transportation Development Fee apportions the cost of necessary transportation improvements and reconstruction to the reasonably estimated peak hour trip demand that new uses place upon existing and new planned transportation infrastructure. All new residential, commercial, office or industrial development projects not otherwise exempt shall pay a Transportation Development Fee as set forth in the City's Master Fee Schedule. Whenever floor area is added, constructed, or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. See the Pleasanton Municipal Code Chapter 3.26 for exemptions, credits & additional information.

*(adjusted annually based on ENR CCI; rates effective 1/01/24)*

| | |
|---|---|
| **Residential** (per dwelling unit) | |
| Single-Family, Townhouse | $11,642 |
| Multi-Family Apartment, Condominium | $7,158 |
| **Accessory Dwelling Unit (ADU)** (per dwelling unit) | |
| Less than 749 sq. ft. | $0.00 |
| Accessory to Single-Family, Townhouse, 750-1,000 sq. ft. | $2,910 |
| Accessory to Single-Family, Townhouse, more than 1,000 sq. ft. | $5,821 |
| Accessory to Apartment, Condo, 750-1,000 sq. ft. | $1,790 |
| Accessory to Apartment, Condo, more than 1,000 sq. ft. | $3,579 |
| **Non-Residential** | |
| Office (per square foot) | $18.17 |
| Commercial/Retail (per square foot) | $26.71 |
| Industrial (per square foot) | $10.99 |
| Research & Development (per square foot) | $13.69 |
| Hotel/Motel (per room) | $7,675.76 |

## *Tri-Valley Transportation Development Fee*

The Tri-Valley Transportation Council ("TVTC") is a joint powers authority formed to evaluate the impacts of projected land uses on regional transportation infrastructure in the Tri-Valley area, including the City of Pleasanton. The Tri-Valley Transportation Development Fee is collected for the TVTC, to fund a portion of Transportation Improvement projects throughout the tri-valley area. All new residential, commercial, office or industrial development projects not otherwise exempt shall pay a Tri-Valley Transportation Development Fee. Whenever floor area is added, constructed or converted to a commercial, industrial or office use, the fee shall be applicable only to the square footage of the floor area added or converted for which the fee has not been paid. See http://www.tvtc-jpa.com/ for more information.

*(3rd party fee; adjusted annually based on ENR CCI; rates effective 07/01/23)*

| | |
|---|---|
| **Residential** (per dwelling unit) | |
| Single-family detached or Townhouse | $6,946.01 |
| Multi-family (Apartment, Condominium) | $4,095.33 |
| Accessory Dwelling Unit (ADU Aupair, etc.) | $0.00 |
| Affordable Housing Units | $0.00 |
| **Non-Residential** | |
| Office, gross floor area per square foot | $9.28 |
| Retail, gross floor area per square foot | $5.92 |
| Industrial, gross floor area per square foot | $5.23 |
| Other Uses, per average am/pm peak hour trip | $6,424.02 |

The City repealed its In-Lieu Park Dedication Fee (former Municipal Code Chapters 19.44, then 17.46 Dedications) by Ordinance No. 2192 (2019) and Res. 18-1047.

## *Sewer Connection Fees*

Sewer Connection fees are required for all new structures, new residential units and commercial additions, and may be required for any change or expanded use in an existing building. Residential connection fees for other than an attached ADU are a flat rate per dwelling unit, regardless of the size of building.

Non-Residential uses are based on a wastewater coefficient, typically based on gallons per day per square foot (i.e., 0.24gpd/sf). A change in use that results in an increased demand in sewer flow or effluent type must pay the difference between the previously purchased capacity and the newly estimated required capacity. The flow rate is determined by either actual water usage or the following table, with some common uses shown. In addition to the City of Pleasanton sewer connection fee, the City collects sewer connection fees for the Dublin San Ramon Services District (DSRSD), the agency that processes and treats all sewage from the City of Pleasanton. See the Pleasanton Municipal Code Title 15 Sewerage, or contact the Dublin San Ramon Services District for more information.

*TYPICAL WASTEWATER CHARACTERISTIC FACTORS & UNIT CONNECTION FEES*

| | Factor | City Fee | Regional DSRSD Fee (eff. 7/01/23) |
|---|---|---|---|
| **Residential** | | | |
| Single-Family Dwelling Unit, Duet, Duplex, Townhouse | Per house or unit | $500.00 | $15,150.00 |
| Auxiliary Dwelling Unit (ADU) | Per sq. ft. | $2.00 | $9.69 |
| Condominium | Per unit | $375.00 | $11,363.00 |
| Apartment, Mobile Home | Per unit | $330.00 | $9,999.00 |
| **Regular (low strength wastewater)** | | | |
| Barber shops/Beauty Shops | Per sq. ft. | $0.68 | $22.64 |
| Bars, Cocktail lounges, taverns (w/o dining) | Per sq. ft. | $0.80 | $26.42 |
| Churches | 5 gpd/seat | $11.38 | $377.40 |
| Delicatessen | Per sq. ft. | $1.61 | $53.59 |
| Dental Clinic | Per sq. ft. | $2.05 | $10.57 |
| General Retail/Commercial | Per sq. ft. | $0.11 | $3.77 |
| Gyms, Health Clubs | Per sq. ft. | $0.95 | $31.70 |
| Hotels, Motels (no dining facilities) | 130 gpd/room | $295.45 | $9,812.50 |
| Medical Clinic | Per sq. ft. | $0.84 | $27.93 |
| Office Buildings | Per sq. ft. | $0.11 | $3.77 |
| Veterinary Hospital | Per sq. ft. | $0.77 | $25.66 |
| Warehouse/distribution | Per sq. ft. | $0.07 | $2.26 |
| **Regular (medium strength wastewater)** | | | |
| Cafeteria | Per sq. ft. | $1.23 | $44.68 |
| Restaurant, Fast Food | Per sq. ft. | $1.36 | $47.73 |
| Restaurant, Full Service | Per sq. ft. | $1.23 | $44.68 |
| **Regular (high strength wastewater)** | | | |
| Bakeries, Donut Shop, Ice Cream Shop | Per sq. ft. | $1.41 | $55.23 |
| Markets with food | Per sq. ft. | $3.86 | $16.67 |
| **Industrial (other)** | | | |
| All other non-residential users or special use (users with above-normal discharge of flow, BOD, and SS) shall be assessed a connection fee on a case-by-case basis based on average day peak month flow, BOD, and SS to be discharged to the sewer system as follows: | | | |
| Wastewater Flow | Gallons per day | $2.27 | $70.40 |
| BOD (Biochemical Oxygen Demand) | Lbs per day | n/a | $1,702.06 |
| SS (Suspended Solids) | Lbs per day | n/a | $895.64 |

*This is a list of commonly requested uses. For other uses not listed, see the Master Fee Schedule.*

## *Water Connection Fees*

Water connection fees must be paid for all new construction, and upgrades, connected to the water system. In addition to the City of Pleasanton water connection fee, the City collects the water connection fee for the Alameda County Flood Control and Water Conservation District Zone 7 (Zone 7), the agency that provides a majority of the wholesale water to the City of Pleasanton. See the Pleasanton Municipal Code Chapter 14.08 Water Connections and Zone 7 for more information. Water connection fees for new or upgraded water services are based on the size of the water meter(s) and the connection rate in effect at the time of payment, not application date. The project designer determines the size and number of meters needed for the project. The Building and Safety Division collects water connection fees only for one- and two-family residential domestic water meters. The Engineering Department collects water connection fees for all other occupancies and projects.

| Meter Size | GPM | Meter & Installation Fee (eff. 7/01/22) | Potable Water Connection Fees* | |
|---|---|---|---|---|
| | | | City | Zone 7 (eff. 1/01/24) |
| 5/8" & 1" Fire Service*** | 10 | $613.37 | $3,000 | $34,530 |
| 3/4" Short Diehl | 30 | $452.99 | $1,800 | $103,590 |
| 3/4" Long Diehl** | 30 | $477.83 | $1,800 | $103,590 |
| 1" Diehl | 55 | $613.37 | $3,000 | $189,915 |
| 1-1/2" Kamstrup | 120 | $1,036.40 | $6,000 | $414,360 |
| 2" Kamstrup Short Ultrasonic | 160 | $1,167.87 | $19,200 | $552,480 |
| 2" Kamstrup Long Ultrasonic** | 160 | $1,225.10 | $19,200 | $552,480 |
| Other water meter sizes & types | **** | **** | See Master Fee Schedule | See Master Fee Schedule |

*Note: Water Connection charges are based on the flow rate of each water meter, without any reduction.*
*No water connection fee is collected for separate private fire service connections.*
*For information about Recycled Water for landscape irrigation, visit the program website.*
** Fees collected for both Zone 7 and the City of Pleasanton*
*** Required for new construction.*
**** One- and two-family homes with fire sprinkler systems on a combined 1" water meter pay the 1" City connection fee, but only the 5/8" Zone 7 water connection fee. (Zone 7 Ord. FC O-91-58)*
***** Connection fee, meter type, and availability of all water meters must be verified prior to payment.*

## *Flood Protection and Storm Water Drainage Fee*

*(3rd party fee collected for the Alameda County Flood Control and Water Conservation District, Zone 7)*

**$1.00 per sq ft** of impervious surface *(effective 05/18/09)*

*Exemption: Accessory Dwelling Units less than 750 sq. ft. are not assessed the fee*

Zone 7's Flood Protection and Storm Water Drainage fee is collected for all newly constructed impervious area and based on the total square footage increase of all impervious surfaces on the lot or site. Flood Protection and Storm Water Drainage Fees are only payable at time of permit issuance and based upon the rate in effect at the time of payment, not application date. Impervious is defined by Zone 7 as any area occupied by buildings or structures, driveways, streets, sidewalks, parking, storage or any other area where surfacing is required, and any other surface including, but not limited to, asphalt, concrete, compacted gravel, or other non-porous or semi-porous substance or substances which will cause, assist, or in any way contribute to the runoff in any appreciable amount or quantity of water or any associated liquid elements. See Zone 7 for more information.

## *School Impact Fees*

California state law requires School Impact fees must be paid before building permits may be issued for new construction and additions exceeding 500 square feet. The School Impact Fee is paid by the applicant directly to the Pleasanton Unified School District (PUSD) for all new construction and additions exceeding 500 square feet in area. Prior to issuance of the building permit, the developer or applicant will need to schedule an appointment with the PUSD Business Services Department at (925) 426-4312. You will need to submit the completed PUSD Acknowledgement/Certification form to the Building Division in order to issue the Building Permit. The PUSD website is https://www.pleasantonusd.net.

# CITY OF PLEASANTON
## MASTER FEE SCHEDULE

## X. SEWER RATES, FEES, AND CHARGES

### A. Sewer Rates & Charges

**Eff 07.01.2024**

| User Charges - Bimonthly | | | |
|---|---|---|---|
| **Residential (rate per dwelling unit):** | Local [1] | Regional-DSRSD [2] | Total |
| Single-Family/Townhome | 29.96 | $59.97 | $89.93 |
| Condominium | 20.57 | $45.47 | $66.04 |
| Multifamily/Secondary Unit | 15.67 | $45.47 | $61.14 |
| | | Livermore [3] | Total |
| Single-Family - Ruby Hill | 26.96 | 128.97 | $155.93 |

**Single-Family Residential Discounts:**

The following discounts are available on the City of Pleasanton Local portion ONLY for a single family individually metered residential account if water consumption does not exceed 30 Ccf during the bi-monthly billing period. The Account holder's name who qualifies for the discount by proof of age with government-issued identification, must be on the property title, if owner occupied or appear on the lease/rental agreement.

20% - **Senior Citizens** (65 or older)

30% - **Low Income Families** who qualify for PG&E, AT&T or cable television discounts through either the California Dept of Economic Opportunity, Social Security Administration, or California Lifeline

*****DISCOUNTS SHALL NOT BE ADDITIVE*****

| **Commercial:** | Billing Units | Pleasanton [1] |
|---|---|---|
| - All commercial accounts are billed based on water consumption which varies by season and type of usage. The regional commercial rates shall be equal to the DSRSD or City of Livermore cost for said charges determined based on regional provider for said account. Ruby Hill non-residential customers, please contact Public Works for rate | | |
| - Commercial customers are subject to a minimum bi-monthly charge equivalent to the charge for a multiple-family residential customer | | |
| Auto Steam Cleaning | up to 10 Ccf | $15.67 |
| | each add'l Ccf | $1.68 |
| Bakeries | up to 10 Ccf | $15.67 |
| | each add'l Ccf | $1.67 |
| Commercial Laundries | up to 10 Ccf | $15.67 |
| | each add'l Ccf | $1.68 |
| Groceries w/Garbage Disposals | up to 10 Ccf | $15.67 |
| | each add'l Ccf | $1.62 |
| Mortuaries | up to 8 Ccf | $15.67 |
| | each add'l Ccf | $1.97 |
| Restaurants (Fast Food) | up to 10 Ccf | $15.67 |
| | each add'l Ccf | $1.58 |
| Restaurants (Full Service) | up to 10 Ccf | $15.67 |
| | each add'l Ccf | $1.58 |
| All Other | up to 11 Ccf | $15.67 |
| | each add'l Ccf | $1.42 |

# CITY OF PLEASANTON
## MASTER FEE SCHEDULE

| | | |
|---|---|---|
| **Instituational:** | | |
| Schools (sub-metered) | Ccf | $1.37 |
| Schools (not sub-metered) | Ccf | $0.90 |
| All Other | Ccf | $1.42 |
| **Industrial, Demand Users, and Septage Haulers:** | | |
| Internal Filter Backwash | | Please contact Public Works for the rate |
| Treatment | MGD | |
| BOD | Lb/Day | |
| SS | Lb/Day | |
| Connection | Each | |
| Reverse Osmosis Rejection Water | | |
| Disposal | MG | |
| Industrial | | |
| Less than 1,000 mg/L | ccf | |
| 1,000 to 1,500 mg/L | ccf | |
| Greater than 1,500 mg/L | ccf | |
| Septic Haulers | gallon | |

| **Commercial:** | Billing Units | DSRSD [2] |
|---|---|---|
| - All commercial accounts are billed based on water consumption which varies by season and type of usage. The regional commercial rates shall be equal to the DSRSD or City of Livermore cost for said charges determined based on regional provider for said account.<br>- Commercial customers are subject to a minimum bi-monthly charge equivalent to the charge for a multiple-family residential customer | | |
| Less than or equal to 300 mg/L | up to 13 Ccf | $45.47 |
| | each add'l Ccf | $3.39 |
| Between 300 and 450 mg/L | up to 11 Ccf | $45.47 |
| | each add'l Ccf | $4.33 |
| Between 450 and 600 mg/L | up to 9 Ccf | $45.47 |
| | each add'l Ccf | $5.27 |
| Between 600 and 750 mg/L | up to 7 Ccf | $45.47 |
| | each add'l Ccf | $6.21 |
| Between 750 and 900 mg/L | up to 6 Ccf | $45.47 |
| | each add'l Ccf | $7.15 |
| Between 900 and 1,050 mg/L | up to 6 Ccf | $45.47 |
| | each add'l Ccf | $8.08 |
| Greater than 1,050 mg/L | up to 7 Ccf | TBD by District on calculation basis |
| | each add'l Ccf | TBD by District on calculation basis |

| **Industrial Waste Program User Fees (DSRSD - eff 1/1/23)** | | | |
|---|---|---|---|
| **Type of Fee** | **District Code** | **Fee Description** | **Fee** |
| Sampling | 5.03.090 | Composite Sampler set-up | $498 |
| | | Sampling, each site per day | $318 |
| Inspections & Permitting | 5.03.090 | Inspection, initial (SIU) | $1,955 |
| - Significant Industrial User (SIU) | | Inspection, compliance (SIU) | $1,150 |
| | | Permit Issuance, incl application review (SIU) | $1,468 |
| | | Permit Renewal, incl application review (SIU) | $874 |
| | | Permit Amendments (SIU) | $487 |

# CITY OF PLEASANTON
## MASTER FEE SCHEDULE

| | | | |
|---|---|---|---|
| Inspections & Permitting<br>- Intermediate Industrial User (IIU) | 5.03.090 | Inspection, initial (IIU)<br>Inspection, compliance (IIU)<br>Permit Issuance, incl application review (IIU)<br>Permit Renewal, incl application review (IIU)<br>Permit Amendments (IIU) | $980<br>$577<br>$980<br>$434<br>$296 |
| Hearings & Enforcement | 5.03.090 | Show Cause Hearing, each hearing, hours<br>Enforcement Hearing, each hearing, hours | $1,181<br>$1,574 |
| Dental Amalgam Program | 5.03.090 | Permit fee - 3 yr permit for dental offices with amalgam seperator devices<br>Inspection fee - inspection of amalgam separator devices<br>Penalty for past due self-monitoring reporting submittal | $132<br>$131<br>$131 |

**Lab Analysis Price Sheet**

| | Regional-DSRSD [2] *effective 7/1/24* |
|---|---|
| Alkalinity Total | $32 |
| Alkalinity Bicarbonate, HCO3 | $32 |
| Alkalinity Carbonate, C03 | $32 |
| Alkalinity Hydroxide, OH | $32 |
| Ammonia | $126 |
| Arsenic (incl in metals) | $60 |
| Beryllium | $61 |
| Biochemical Oxygen Demand (BOD) | $76 |
| Boron | $100 |
| Cadmium (included in Metals) | $60 |
| Calcium & Calcium Hardness | $38 |
| Chemical Oxygen Demand (COD) | $32 |
| Chloride | $79 |
| Chlorine | $94 |
| Chromium (included in Metals) | $60 |
| Coliform, Total, MPN Method | $188 |
| Coliform, Total, P/A Method | $63 |
| Color | $19 |
| Conductivity | $32 |
| Copper (included in Metals) | $60 |
| Cyanide | $131 |
| Dissolved Oxygen | $19 |
| E-Coli, P/A Method | $63 |
| Enterococcus | $88 |
| Fecal Coliform, MPN Method | $188 |
| Fluoride | $79 |
| Hardness, Total | $38 |
| Langelier Index | $126 |

| | |
|---|---|
| Lead (included in Metals) | $60 |
| Manganese | $61 |
| Mercury | $130 |
| Metals | $358 |
| Nickel (included in Metals) | $60 |
| Nitrate, NO3 | $79 |
| Nitrate, NO3, Hach Method | $32 |
| Nitrite and Nitrate, Total | $79 |
| Nitrite, NO2 | $79 |
| Nitrite, NO2, Hach Method | $32 |
| pH | $32 |
| Phenol | $131 |
| Potassium | $61 |
| Selenium (included in Metals) | $60 |
| Silica | $79 |
| Silver (included in Metals) | $60 |
| Sodium | $61 |
| Sulfate | $79 |
| Sulfide | $32 |
| Temperature | $11 |
| Total Dissolved Solids, TDS | $63 |
| Total Solids, TS | $63 |
| Total Suspended Solids, TSS | $63 |
| Turbidity | $32 |
| UV 254 | $26 |
| Volatile Acids, VA | $76 |
| Volatile Organics, EPA 624 | $131 |
| Volatile Solids, VS | $76 |
| Zinc (included in Metals) | $60 |
| Any lab analysis not specifically identified | Time & Materials |
| Outside Contract Lab Analysis | Cost + Staff Time |

**Fee Adjustments to Sewer Rates and Charges**

**(1) Local - City of Pleasanton**

Starting January 1, 2024, Local sewer rates will be increased annually for 2 years based on the increase in the Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose area. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

**(2) Regional - DSRSD**

Starting July 1, 2023 and as they occur, regional rates are subject to the pass-through of DSRSD Regional rates and continue for a maximum of five years. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

**(3) Regional - City of Livermore**

Starting July 1, 2020 and as they occur, regional rates are subject to the pass-through of City of Livermore Regional rates and continue for a maximum of five years. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

# CITY OF PLEASANTON
## MASTER FEE SCHEDULE

### B. Local Sewer Connection Fees

| | | Pleasanton Local Fee |
|---|---|---|
| **RESIDENTIAL** | | |
| Single Family Dwelling Unit | per house | $500.00 |
| Auxiliary (Secondary) Dwelling Unit | per Square Foot | $2.00 |
| Townhome, Townhouse, Duet, Duplex | *per unit* | $500.00 |
| Condominium | *per unit* | $375.00 |
| Apartment, Mobile Home | *per unit* | $330.00 |
| **REGULAR (low strength wastewater)** | | |
| Auditoriums | *per seat* | $4.55 |
| Auto body shops/ Auto dealers | *per square foot* | $0.25 |
| Banks, Financial Offices | *per square foot* | $0.14 |
| Barber shops/ Beauty shops | *per square foot* | $0.68 |
| Bars, Cocktail lounges, taverns (w/o dining) | *per square foot* | $0.80 |
| Bowling alleys | *per square foot* | $0.70 |
| Car washes | *per square foot* | $3.86 |
| Churches | *per seat* | $11.36 |
| Delicatessen | *per square foot* | $1.61 |
| Dental Clinic | *per square foot* | $2.05 |
| Dry Cleaners | *per square foot* | $1.02 |
| Gas Stations | *per square foot* | $1.07 |
| General Retail/ Commercial | *per square foot* | $0.11 |
| Gyms, Health Clubs | *per square foot* | $0.95 |
| Hospital | *per bed* | $568.18 |
| Hotels, Motels (no dining facilities) | *per room* | $295.45 |
| Institutional (Resident) | *per bed* | $227.27 |
| Laundries, coin-operated | *per machine* | $295.45 |
| Laundries, full service (commercial) | *per square foot* | $2.27 |
| Market - Dry Goods | *per square foot* | $0.43 |
| Medical Clinic | *per square foot* | $0.84 |
| Medical/ Dental Complex | *per square foot* | $0.50 |
| Office Buildings | *per square foot* | $0.11 |

| | | Pleasanton Local Fee |
|---|---|---|
| **REGULAR (low strength wastewater) continued** | | |
| Parks/ Rec | | |
| Country Club | *per person* | $159.09 |
| Picnic Park | *per person* | $22.73 |
| Pool | *per person* | $22.73 |
| Tennis Courts, w/ toilet & shower | *per court* | $227.27 |
| Plant Nursery | *per square foot* | $0.18 |
| Printers | *per square foot* | $0.32 |
| Public Agencies | *per square foot* | $0.11 |
| Recreational vehicle R.V. Park | *per RV* | $272.72 |
| Schools (excluding cafeteria) | | |
| W/o showers | *per student* | $34.09 |
| With showers | *per student* | $45.45 |
| Theaters | *per seat* | $4.55 |
| Veterinary Hospital | *per square foot* | $0.77 |
| Warehouse/distribution | *per square foot* | $0.07 |

# CITY OF PLEASANTON
## MASTER FEE SCHEDULE

| | | |
|---|---|---|
| **REGULAR (medium strength wastewater)** | | |
| Banquet Facilities - intermittent use | *per square foot* | $0.61 |
| Business with cafeteria | *per square foot* | $1.36 |
| Cafeteria | *per square foot* | $1.23 |
| Hotels/Motels with dining facilities | *per square foot* | $1.36 |
| Restaurant, Fast Food | *per square foot* | $1.36 |
| Restaurant, Full Service | *per square foot* | $1.23 |
| School with cafeteria | *per square foot* | $1.36 |
| **REGULAR (high strength wastewater)** | | |
| Bakeries/ Donut Shops/ Ice Cream Shops | *per square foot* | $1.41 |
| Car washes w/ steam cleaning | *per square foot* | $0.91 |
| Markets with garbage disposals | *per square foot* | $3.86 |
| Mortuaries | *per square foot* | $0.43 |
| **INDUSTRIAL (other):** | | |
| *All other non-residential users or special use (users with above-normal discharge of flow, BOD, and SS) shall be assessed a connection fee on a case-by-case basis based on average day peak month flow, BOD, and SS to be discharged to the sewer system as follows:* | | |
| Wastewater Flow | *gallons per day* | n/a |
| BOD (Biochemical Oxygen Demand) | *lbs per day* | n/a |
| SS (Suspended Solids) | *lbs per day* | n/a |

| **DSRSD Regional Wastewater Capacity Charges** | | DSRSD *effective 07/01/24 |
|---|---|---|
| **RESIDENTIAL** | | |
| Single Family Dwelling Unit | | $15,250.00 |
| Condominiums | | $11,438.00 |
| Apartments | | $10,065.00 |
| Accessory Dwelling Unit | per Square Foot | $9.75 |
| **NON-RESIDENTIAL** | | |
| Flow | per gpd | $71.17 |
| BOD | per lb/day | $1,720.78 |
| Apartment, Mobile Home | per lb/day | $905.49 |

**EXHIBIT H**
**TO**
**AGREEMENT**

**ESTIMATE OF CITY IMPACT FEES**

| Development Impact Fee | Fee per Single Family Detached Unit | Total Based on 189 Single Family Detached Dwelling Units |
|---|---|---|
| City Water Connection Fee* (1" Meter) | $3,000.00 | $567,000.00 |
| Transportation Development Fee | $11,642.00 | $2,200,338.00 |
| Capital Facilities Fees | $20,480.00 | $3,870,720.00 |
| City Sewer Fee | $500.00 | $94,500.00 |

*** Single Family homes with fire sprinkler systems on a combined 1" water meter pay the 1" City connection fee, but only the domestic service portion of the Zone 7 water connection fee based on Zone 7 Ord. FC O-91-68**

THE CITY OF PLEASANTON

**Planning Commission**
**Agenda Report**
June 24, 2026
Item 4

**SUBJECT:** **P25-0115, P25-0116, P25-0118, PUD-154, and TRACT 8423**

**APPLICANT:** 330 Land Company

**PROPERTY OWNERS:** USL Pleasanton Lakes LP

**PURPOSE:** Recommendations to the City Council for the following development: (1) Adopting an Addendum to an Environmental Impact Report (EIR) (SCH 2023050339) in compliance with California Environmental Quality Act (CEQA) and CEQA Guidelines Sections 15162 and 15164; (2) Approving a resolution to initiate the proceedings for Annexation (P25-0115) of totaling approximately 30 acres from unincorporated Alameda County to the City of Pleasanton;(3) Adopting General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (4) Approving the Pre-zone (P25-0118) of said parcels in Alameda County to PUD–MDR (Planned Unit Development - Medium Density Residential) District; (5) Adopting a Planned Unit Development and rezoning (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units, and install related on- and off-site improvements and infrastructure; (6) Approving Vesting Tentative Subdivision Map 8423 to subdivide said parcels totaling approximately 30 acres into single-family lots, private open space and private access easements; and (7) Approving a Pre-Annexation and Development Agreement.

**LOCATIONS:** To the immediate east of 3333 Busch Road, with APN 946-4634-1 and a portion of APN 946-4634-2.

**GENERAL PLAN/ ZONING** None currently assigned

**EXHIBITS:**

A. Draft Resolution recommending the City Council adopt the Addendum to the County of Alameda Environmental Impact Report (EIR)(SCH 2023050339) by finding it is consistent with CEQA Guidelines Sections 15162 and 15164.
   - Attachment1: Addendum
   - Attachment 2: Mitigation and Monitoring and Reporting Program

B. Draft Resolution recommending the City Council approve the following applications: Initiation of proceedings for

Annexation (P25-0115); General Plan Amendments (P25-0116), Rezoning (P25-0118), Planned Unit Development (PUD-154) and development plan for residential and private and public open space development with related on- and off-site modifications and infrastructure and Vesting Tentative Subdivision Map 8423.

Attachment 1: DRAFT Conditions of Approval
Attachment 2: Project Plans, Architectural Drawings, and Vesting Tentative Subdivision Map

C. Draft Resolution recommending the City Council approve the Pre-Annexation and Development Agreement
   Attachment 1: Pre-Annexation and Development Agreement
D. Location and Noticing Map

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**STAFF RECOMMENDATION**

Staff recommends the Planning Commission:

1. Adopt a resolution finding the Addendum to an Environmental Impact Report (EIR) (SCH 2023050339) has been prepared in compliance with the CEQA Guidelines Sections 15162 and 15264 and has addressed minor revisions to the proposed annexation of the Project to the City.

2. Adopt a resolution recommending approval of: (1) Initiation of proceedings for annexation (P25-0115) of totaling approximately 30 acres (consisting of APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2) from unincorporated Alameda County to the City of Pleasanton; (2) General Plan Amendments (P25-0116) to designate land uses Medium Density Residential; (3) Pre-zone (P25-0118) said site in County to PUD–MDR (Planned Unit Development - Medium Density Residential) Districts; (4) a Planned Unit Development and rezoning (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted JADUs, and install related on- and off-site improvements and infrastructure; (5) a Vesting Tentative Tract Map (Tract 8423) to subdivide approximately 30 acres into single-family lots and common open space areas; and

3. Adopt a resolution recommending approval of the Pre-Annexation and Development Agreement with the Affordable Housing Agreement.

**EXECUTIVE SUMMARY**

The applicant proposes to annex approximately 30 acres ( consisting APN 946-4634-1 and an approximately 3.4-acre portion of APN 946-4634-2, hereafter referred to as the ‘project site,’) into City limits for the construction of the following: 1) 189 detached, single-family residential lots and 48 deed-restricted Junior Accessory Dwelling Units (JADUs), 2) a 0.7-acre park area owned and maintained by a Homeowners Association accessible to the public, and 3) related on- and off-site improvements, hereafter referred to as the “Project.”

The Project requires an amendment to the General Plan to apply a land use designation to the project site, and pre-zone the project site to allow the proposed medium-density residential use. The Project will be processed as a Planned Unit Development and rezoning application to

encourage imagination and housing variety in the development of property of varying sizes and topography, and to avoid the monotony and often destructive characteristics of standard residential developments.

The CEQA documentation (Addendum), consideration for annexation, General Plan amendments, PUD rezoning and development plan, Vesting Tentative Map, and Pre-Annexation and Development Agreement, including the form of Affordable Housing Agreement, are before the Planning Commission for consideration and recommendation to the City Council.

Funding for the maintenance of public infrastructure associated with the Project, other than that maintained by the Homeowners Association, will be provided through a Community Facilities District (CFD), funded through the homeowners' property assessments.

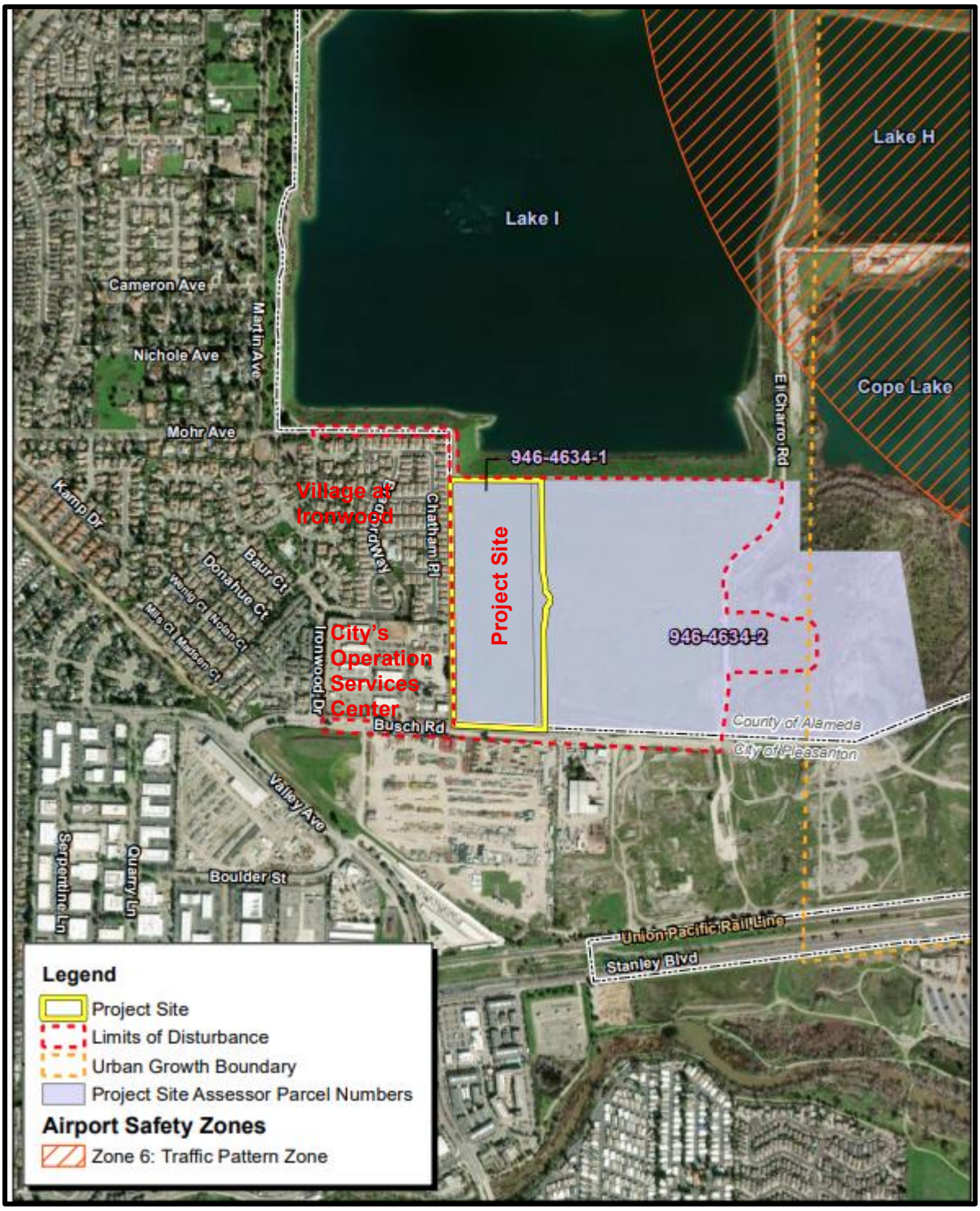
**SITE AND AREA DESCRIPTION**

The Project site (Figure 1) is located on the north side of Busch Road, immediately east of the Pleasanton city limits, and shares the westerly property line with the City's Operations Services Center and the Village at Ironwood, a 50+ active living community. Lake I of the Zone 7 Chain of Lakes is located to the north of the Project site, and a vacant parcel owned by the same owners is located to the east, and Cope Lake is further northeast.

The Project site itself is relatively flat; however, it is approximately 2-4 feet higher in elevation than the existing residential development to the immediate west. An informal access road (gravel/dirt) travels along the western boundary of the Project site. Primary access to the site is from Busch Road.

While the Project site is within unincorporated Alameda County, it is also located within the City's Sphere of Influence (SOI) and Urban Growth Boundary (UGB).

**Figure 1: Aerial of Project Site and Surrounding Area**




## BACKGROUND

The Project site is one of the parcels in the East Pleasanton planning area. The owners had a long-standing interest in the City annexing the site to allow development within Pleasanton. However, in the absence of a specific plan, the City Council did not select the Project site for housing in the 6th Cycle Housing Element Update process.

While remaining under the Alameda County jurisdiction, in August 2022, 330 Land Company, on behalf of the landowner, USL Pleasanton LP (USL), filed an SB 330 application with the County of Alameda for the construction of a residential community consisting of 194 residential units and 49 JADUs (hereinafter, the County Project). The County Project included on-site utility facilities for sanitary sewer, water, and stormwater retention and treatment, and thus did not propose to connect to City of Pleasanton utilities or systems.

While the application was undergoing review by County staff, the applicant team continued their efforts to discuss annexation to Pleasanton with City staff. The County Project was approved by the Alameda County Board of Supervisors, on appeal, on February 10, 2026, and this entitlement remains valid, although the entitled development is not being pursued pending the City's consideration of the proposed annexation and development of the site under the current applications.

**City Council Direction on Annexation and Development**

Understanding the expressed interest by the applicant in developing the project within Pleasanton, in August 2024, the City Council discussed options and considerations for annexation of this and another property in East Pleasanton. Staff was directed to continue the discussion with the applicant and develop additional analysis to support the consideration of the advantages and disadvantages of annexation. On December 3, 2024, 330 Land Company (the applicant) submitted a preliminary review application to the City for the Arroyo Lago project.

The additional analysis was completed and presented to City Council on February 18, 2025, including evaluation of fiscal impacts, infrastructure capacity, traffic impacts, and other concerns, as well as strategies to address concerns raised by neighbors to the west of the Arroyo Lago development. After considering this information, the City Council indicated its general support for annexation and provided directions to staff to process the application, including the following design modifications to be reflected in the City application to reduce impacts of the proposed project on the existing residences located to the immediate west:

- Only single-story residences to be located along the westerly property line.
- Homes along the westerly property line to provide a rear yard setback of 14 feet.
- Lower the project site grades to be comparable to the existing residential lots on the west; therefore, lower the height of the wall along the westerly property line.

The City Council also provided direction to staff and the applicant to continue discussions on the key terms of a future Pre-Annexation and Development Agreement (PADA).

In accordance with the Council's direction, on December 3, 2024, the applicant submitted a preliminary review application to the City, followed by a formal application on February 25, 2025. Following direction to develop initial terms for the PADA, staff worked with the applicant to develop an outline of such terms, which were presented to the City Council on October 21, 2025 for review and direction – this direction is reflected in the draft PADA as it is included in Exhibit C and discussed in more detail below.

**Annexation and the Local Agency Formation Commission (LAFCo)**

The project includes proposed annexation into Pleasanton, which requires separate approval by the Alameda County LAFCo, pursuant to the provisions of the Cortese Knox Hertzberg

(CKH) Act. The Planning Commission's action includes a recommendation to the City Council to authorize moving forward with annexation proceedings through submittal of the necessary application to LAFCo. As part of the annexation process, the City would need to negotiate an agreement with Alameda County about how future property tax revenues would be shared between the County and City. Furthermore, following annexation, and pursuant to State law, the City and County would be required to negotiate and reach an agreement on how any portion of the County's Regional Housing Needs Assessment (RHNA) units would be re-allocated to Pleasanton, along with any corresponding credit for construction of units on the site. Based on discussions with the County to date, and with the City Council at the February 18, 2025 Study Session, it is expected the City would be able to benefit from any increment of units over the 189 units entitled by Alameda County and assumed in their 6th Cycle Housing Element – i.e. the 48 deed-restricted ADUs.

**Formation of a Community Facilities District (CFD)**

A Community Facilities District (CFD) is being formed for the proposed Project. The CFD is a mechanism, formed by the City in coordination with the applicant, that would allow for project residents to contribute to financing for maintenance, in perpetuity, of essential public infrastructure and services associated with the Property, including roads and sidewalks, the proposed trail extension, and in-tract landscaping, lighting, and utility facilities (i.e., water, sewer, and storm drainage). The proposed Project's Homeowners' Association (HOA) would be responsible for the long-term operation and maintenance of the park, and vegetation within the bioretention area as well as common areas. Establishing the CFD would help ensure long-term sustainability and service delivery for the future residents of the proposed Project, while also providing a structured mechanism for funding ongoing maintenance and improvements without placing undue burden on the City's General Fund or existing municipal resources.

## PROJECT DESCRIPTION

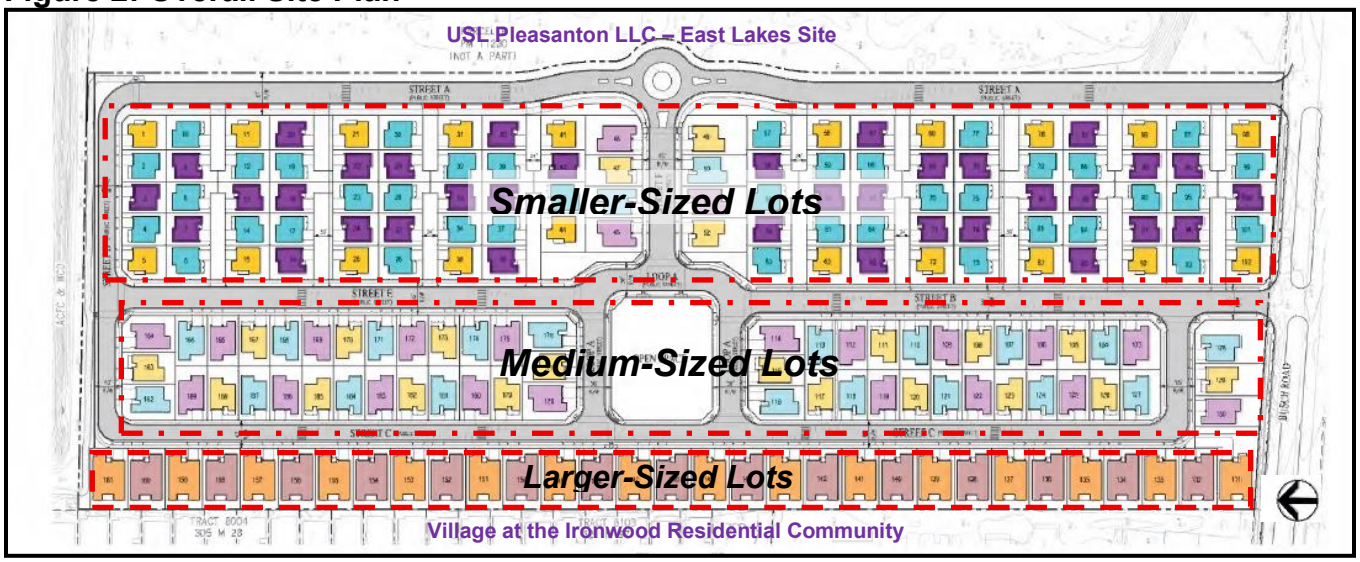
The applicant proposes the following:

1. Annexation (P25-0115) of approximately 30 acres from unincorporated Alameda County to the City of Pleasanton;
2. General Plan amendments (P25-0116) designating land uses Medium Density Residential;
3. Pre-zoning (P25-0118) of the associated land in Alameda County to PUD–MDR (Planned Unit Development - Medium Density Residential) Districts;
4. Planned Unit Development and rezoning (PUD-154) to construct 189 detached single-family residences with 48 deed-restricted JADUs, and install related on- and off-site improvements and infrastructure;
5. Vesting Tentative Subdivision Map Tract 8423 to subdivide approximately 30 acres into 189 single-family home lots; and
6. Pre-Annexation and Development Agreement with the Affordable Housing Agreement for vesting entitlements and fees.

**Site Design and Development**

The Project includes 189 new detached single-family homes with 48 JADUs, an approximately 0.7-acre private park with public access and related on- and off-site improvements and infrastructure. Figure 2 illustrates the overall site plan and the vesting tentative map layout for the proposed project.

**Figure 2: Overall Site Plan**




As proposed, the lot size range from approximately 3,500 square feet to 8,305 square feet with the following designations:

- smaller lots, approximately 3,500 square feet (50'x70'), located on the Project's eastern portion;
- medium-sized lots, approximately 4,000 square feet (50'x80'), located on the north and south sides of the park; and
- larger lots, approximately 5,652.5 square feet (59'x 97'). located along the Project's westerly property line.

The homes are primarily two-story, except that one-story homes with a building height ranging from 19 to 22 feet will be constructed along the westerly property line.

The approximately 0.7-acre park, as shown in Figure 2 above, would be centrally located and publicly accessible. Discussion on the proposed park can be found in the Analysis section of the report.

The PUD development plan establishes development standards with no expansion of homes on private lots (i.e., additions) allowed. Table 1 summarizes the proposed development standards, including minimum lot area, minimum setbacks, maximum floor area ratio, and maximum building height. Elevation drawings of each model type are included in Exhibit B, Attachment 2.

**Table 1: Proposed Setbacks, Height, FAR**

| Development Standard | 50x70 Lots (approx.) 102 Lots | 50x80 Lots (approx.) 57 lots | 59.5x97 Lots (approx.) 30 Lots |
|---|---|---|---|
| Minimum Lot Size (square feet) | 3,500 | 4,000 | 5,652.5 |
| Minimum Front Setback to Structure (feet) | 10 | 10 | 10 |
| Minimum Front Setback to Garage (feet) | 18 | 18 | 18 |
| Minimum Rear Setback to Living (feet) | 10 | 8 | 15 |

| Development Standard | 50x70 Lots (approx.) 102 Lots | 50x80 Lots (approx.) 57 lots | 59.5x97 Lots (approx.) 30 Lots |
|---|---|---|---|
| Minimum Rear Setback to Covered Outdoor Patio (feet) | 5 | 5 | — |
| Minimum Side Setback to Structure (feet) | 5 | 5 | 5 |
| Height | 30 max | 30 max | 22 max |
| House Size | 2,541 to 2,548 sq.ft | 2,991 to 3,398 sq.ft | 2,642-2,660 sq.ft. |
| FAR | 72.6 to 72.8% | 74.8 to 84.95% | 46.74 to 47.06% |
| Maximum Coverage (square feet) | 2,100 | 2,400 | 3,391.5 |

## Architectural Plans and Styles

The proposed architecture represents a range of typical California-style homes, including Farmhouse, Craftsman, Modern Ranch and Prairie designs. To achieve architectural variety throughout the project site, no duplicate styles are proposed adjacent to each other. Each plan would contain classic elements reflective of the architectural style, details and color schemes that would fit in and be harmonious with the area and subdivisions in the vicinity. A selection of exterior color schemes (three per elevation style) would maintain continuity with the design themes and add variety within the new subdivision. Specifically, design features would include slate and metal roofing, lap siding with adjacent trim boards, gable siding with horizontal trim, batten board siding with adjacent trim boards, fascia, eaves, knee braces, corbels, shutters, and painted garage and entry doors. The exterior color palette depends upon the architectural design type, with palettes ranging between whites, grays and browns, blues, grays, yellows, stone and terracotta, and brighter greens, blues, and reds. Please refer to sample elevations shown in Figure 3.

**Figure 3: Sample Elevations of the Proposed Project**



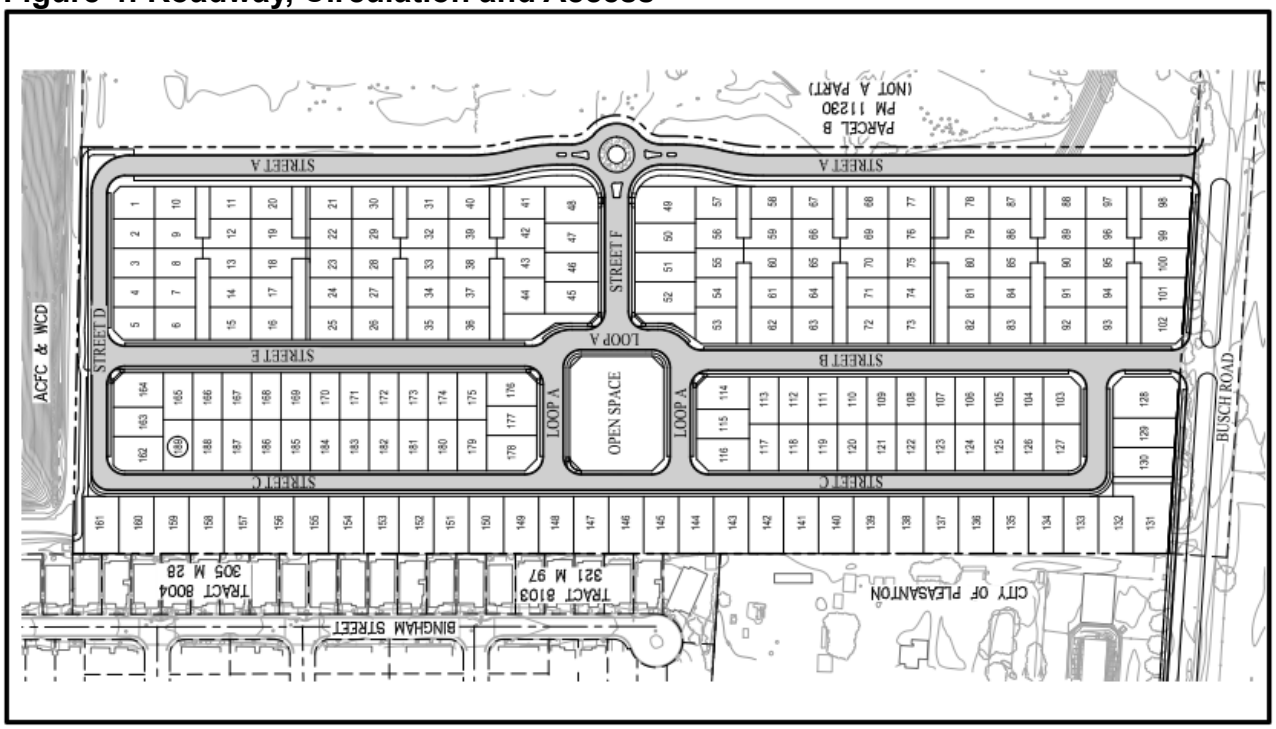



**Roadways, Circulation and Access (Figure 4)**
Busch Road is an east/west street east of Valley Avenue that abuts the southern boundary of the Project site and terminates approximately 0.67 miles east of Valley Avenue. The Project includes frontage improvements along Busch Road, including the construction of a six-foot-wide sidewalk and curb/gutter along the Project frontage. This improvement would extend west to the westerly boundary of the City Operations Services Center/Public Works facility located at 3333 Busch Road. Busch Road would be designed as a two-lane street with a landscaped median, and the intersection design would include a new roundabout at the intersection of Busch Road and Street A.

Internal circulation would be provided by a network of new public streets (Streets A-F and Loop A), private drive aisles, and a Class I trail extension from Street D to Mohr Avenue, and is designed to facilitate external and internal circulation.

The improvement plan shows Busch Road as the main arterial street, and internal streets having right-of-way widths ranging from 43 feet to 67 feet. All public streets have two travel lanes, curbside parking, and separated sidewalks, except Street C, which includes a monolithic sidewalk in front of Lots 131-161. Please see Exhibit B, Sheet C2.1.

**Figure 4: Roadway, Circulation and Access**



In addition, ADA curb ramps and crosswalks shall be constructed on the north, south and east legs of the roundabout at the intersection of Street A and Street F.

**Zone 7 Easement**
The above-described trail extension, as well as the utility connection described below, are proposed to run through property owned by the Zone 7 Water Agency (Zone 7) north of the Village at Ironwood and adjacent to the Ironwood subdivision. This requires the applicant to secure easement rights to construct improvements on land owned by Zone 7 or enter into an agreement with the City to make this work feasible, as is common under the Subdivision Map Act (Government Code §§ 66410, et seq.).

**Infrastructure Improvements**
Water
Water service for the Project would be provided by the City via connections to an existing 12-inch-diameter water line along Busch Road and an existing 16-inch-diameter water line on Mohr Avenue to the west, connected through the proposed Zone 7 easement. The Project plan shows a proposed 8-inch diameter water line for these connections. To determine adequate water supply flow for the Project, a Hydraulic Analysis was prepared by Akel Engineering Group, Inc. The Akel report analyzed the existing system and recommended that a 12-inch line is needed instead of the proposed 8-inch line. A condition of approval has been added to address this item.

Sanitary Sewer
Sanitary sewer conveyance for the Project would be provided by the City via connection to an existing off-site 8-inch-diameter sewer line on Mohr Avenue. The Project would construct a new 8-inch-diameter sewer line extending from the northwest corner of the project site, following the existing utility road on land owned by Zone 7 to Mohr Avenue. Connecting the sanitary sewer line requires an easement from Zone 7, which will be procured by the Applicant or may be secured by the City in accordance with the Subdivision Map Act.

Dublin San Ramon Service District (DSRSD) provides sanitary sewer services to Pleasanton. Sewage would be treated at the Dublin San Ramon Sanitary District (DSRSD) facility in Pleasanton. At DSRSD's request, the applicant is partially funding an evaluation of WWTP upgrades to address new permitting mandates, which will be used to establish project-specific impact fees for this development.

Stormwater and Bioretention
Stormwater generated by the Project would be collected via storm gutters along the proposed internal streets and conveyed through on-site 18-inch underground storm drainpipes. Stormwater would then be conveyed easterly through an approximately 45-inch-diameter underground pipe located on the adjoining land, also owned by USL, to a proposed primary bioretention area located approximately 0.45 miles east of the project site, adjacent to El Charro Road.

The primary bioretention area would include a treatment area of approximately 40,000 square feet. The bioretention area would contain two layers: an approximately 18-inch layer of bioretention soil mix and an approximately 12-inch layer of Class II permeable rock. After treatment, the stormwater would be pumped from the bioretention basin into a storm drain

force main located on El Charro Road, which would flow south to Busch Road, then west to connect with an existing City storm drainpipe in Busch Road.

**Grading**
Grading is proposed for both on- and off-site improvements. It is estimated that approximately 150,000 cubic yards of fill material would be imported to the project site. As the project site is currently located in unincorporated Alameda County until it is annexed to Pleasanton, the applicant has obtained a grading permit from the County to commence with surcharging of the project site via the shifting of dirt from an on-site borrow pit to another on-site location where it would be loaded upon the imported fill to accelerate soil consolidation and improve the soil's bearing capacity. Mass grading is anticipated to be completed in Summer 2027 as noted in the Addendum.

## ANALYSIS

### Annexation

The project site is located outside of Pleasanton city limits, but within the City's Sphere of Influence (SOI) and Urban Growth Boundary (UGB). As such, annexation of the project site by the City is required prior to development as specified in the current project applications. The annexation is consistent with applicable Alameda County LAFCo policies, which promote orderly and logical boundary adjustments.

Annexation of the project site would represent a logical extension of the City's boundaries and ensure that development occurs in a comprehensive manner consistent with the City's General Plan and the PMC. Annexation would allow the City to apply its development standards, infrastructure requirements, and environmental review processes to the Project, while LAFCo would retain authority to review and approve the boundary change to ensure consistency with regional policies.

Further, the General Plan has the following criteria in evaluating annexation proposals:

1. Public agencies should be capable of providing adequate or expandable services such as water, sewer, police, fire, transportation, solid-waste disposal, parks, and schools to the area in order to support the proposed development.
2. The proposed annexation should be a logical extension of an existing planned or developed area.
3. The land should not be under an agricultural preserve or open space contract.
4. The quality of the development proposed for the area to be annexed should enhance the existing community.

Based on the Project, staff finds that the listed criteria are met. As discussed above, the City Council discussed the merits of annexation at study sessions in August 2024 and February 2025, and concurred with the analysis provided by staff that annexation would result in improved planning, fiscal, and environmental outcomes compared to the project developing in Alameda County, and supporting the submittal of an annexation application.

### General Plan Land Use and Policy Conformance

Despite its location in unincorporated Alameda County, the project site is within the City's Sphere of Influence, General Plan Planning Area, and the City's UGB.

The project site is within the East Pleasanton area, where the General Plan designates the entire East Pleasanton Area, including this site, as the East Pleasanton Specific Plan Area, with a broad range of potentially allowable land uses, including commercial, residential, public, and open space uses, but no formal land use designation for the project site. The General Plan contemplates development of a Specific Plan for the area; since this planning has yet to occur, the specific land use of a site is being evaluated through a site-specific project review.

As proposed, the project is a single-family residential community with a density of 6.3 dwelling units per acre, which falls within the Pleasanton General Plan Medium Density Residential (MDR) density range of 2 to 8 dwelling units/acre. The application proposes a General Plan amendment to designate this site as MDR.

As proposed, the Project supports/promotes the following General Plan goals, Programs, and Policies:

*Land Use*

- Policy 8: Preserve and enhance the character of existing residential neighborhoods.
- Policy 8.1: Enforce the provisions of the City's Zoning Ordinance and related planning ordinances to maintain the character of existing residential neighborhoods.
- Program 8.2: Use the City's development review procedures to minimize intrusions into existing neighborhoods.
- Policy 23: Maintain a permanent Urban Growth Boundary (UGB) beyond which urban development shall not be permitted.
- Program 23.2: Extend urban services only to areas within the Urban Growth Boundary, with the following possible exceptions for selected urban services: (1) areas beyond the boundary where the public health and safety present overriding considerations; (2) as to water service, areas which are within the boundaries of the former Pleasanton County Township Water District and where the service extension is consistent with the 1967 Joint Powers Agreement between the City and the District; (3) on reclaimed land which is currently designated as Sand and Gravel Harvesting in East Pleasanton when the potential future use is non-urban.
- Policy 25: Annex urbanized pockets of unincorporated land adjacent to the city limits in areas where landowners are willing to accept City services and development standards.

*Sustainability*

- Program 2.6: Require design features in new development and redevelopment areas to encourage transit, bicycle, and pedestrian access, such as connections between activity centers and residential areas, and road design that accommodates transit vehicles, where feasible.

*Community Character*

- Goal 1: Preserve and enhance Pleasanton's community character.
- Policy 17: Maintain, enhance, and protect the quality, character, and distinctiveness of residential neighborhoods.

Consistent with these policies and programs in the areas of Land Use, Sustainability, and Community Character, the Project would have comparable density, grade elevations, building setbacks, and heights with the existing residential development to the immediate west. This approach aligns with the General Plan's direction to preserve and enhance the character of

existing residential neighborhoods and minimize intrusions into them. Further, the formation of the maintenance CFD would privately fund the maintenance cost, thus reducing fiscal impacts on operational costs. Hence, the Project meets relevant General Plan policies and programs.

**Zoning and Use Conformance**
The project site is not currently pre-zoned to a specific zoning district, given that it is outside city limits. Zoning must be consistent with the General Plan land-use designation. With the Project having a proposed General Plan land use designation of MDR, the project site will be pre-zoned to Planned Unit Development and ultimately zoned Planned Unit Development – Medium Density Residential (PUD-MDR) District.

**Inclusionary Zoning Ordinance (IZO) and Affordable Housing**
Pleasanton Municipal Code (PMC) Section 17.44.040(A) provides that for all new single-family residential projects of 10 units or more, at least 15 percent of the project's dwelling units shall be affordable to very low, low-income, and/or moderate-income households, with such units provided on-site.

However, the IZO also includes provisions for alternative compliance in Section 17.44.080, as follows: "*In general, and where specified by this chapter, projects shall be required to construct inclusionary units on-site and in conjunction with market rate units within the same project in all new residential projects. However, pursuant to state law and in the interests of avoiding undue impediments to housing production, the city acknowledges that it may be beneficial to provide alternative means of compliance with this chapter."*

On this basis, the IZO permits a developer to satisfy the inclusionary requirement through alternative means. Alternatives described in the ordinance include alternative unit type, size, configuration or clustering of units; off-site development; land dedication; payment of the Affordable Housing Fee; and other alternative methods of compliance.

<u>Alternative Method of Compliance and Affordable Housing Agreement</u>
At the City Council Work Session on October 21, 2025, staff presented the applicant's proposal to provide 48 deed-restricted JADUs to satisfy the City's IZO. While not in strict alignment with the IZO, accepting deed-restricted JADUs would potentially allow the units to be counted against the City's lower-income RHNA. Staff recommended at the work session that the applicant be allowed to satisfy the IZO requirement by deed-restricting the 48 proposed Junior ADUs, to which the City Council did not object, based on this benefit and the applicant's position that providing the units on site in another way, such as deed-restricting primary units or paying the Lower-Income Housing Fee in lieu fee, would not be financially feasible. It should be noted that the JADUs will not be required to be rented; however, if they are leased to a third-party, the tenants in the restricted units must meet qualifying income standards.

In accordance with PMC Section 17.44.060, an Affordable Housing Agreement (AHA) with the applicant is required. The form of the AHA is reflected in the Pre-Annexation and Development Agreement (PADA).

**Climate Action Plan (CAP2.0)**
Staff completed an analysis of how the proposed Project is consistent with or implements the applicable measures outlined in the City of Pleasanton's CAP. The proposed Project is consistent with multiple goals and strategies outlined in the CAP; however, it does not comply

with all-electric residential unit requirements, nor does it incorporate a battery storage backup system for the units. Under legal rulings issued since the CAP's adoption, the City can no longer impose an all-electric residential unit requirement. With regard to the battery storage backup system, the applicant has indicated that it would prefer this be a buyer's purchase option. As this is an enforceable CAP requirement, the construction plans shall include this item. A condition of approval addresses the backup system requirement.

**Planning Unit Development (PUD)**
As specified in PMC Chapter 18.68, a PUD development plan allows flexibility in applying Municipal Code standards to achieve an innovative overall plan for project sites and the area. The applicant developed the current site plan, which reflects prior direction from the City Council and incorporates staff comments through numerous discussions.

The Project is similar to the residential development approved in the County, with certain changes, including modifications to the grading plan facilitated by the ability to connect to City utilities, which would be an improvement over the County project. Staff finds that the proposed siting, massing, and lot and unit sizes are appropriate for this site and would result in an attractive development for this area. The buildings would be in keeping with the scale and massing of the surrounding homes, specifically the recently approved Villages at the Quarry residential development across the street. As noted, the single-story home design and proposed grading plan would reduce impacts and improve compatibility with the adjacent Village at Ironwood development to the west. Further the PUD supports the annexation and extension of public services to the site in a logical and orderly manner, by providing flexibility in certain development standards that allow the project to remain feasible to develop.

***Site Layout***
The site layout provides building setbacks compatible with the nearby residential development. The proposed driveway depth of 18 feet is shorter than the more typically required 23 feet. As the intent of a PUD development is to allow flexibility in development standards, and the applicant stated this driveway depth is sufficient to accommodate parking of a regular-sized vehicle, while accommodating other site planning features such as appropriate sidewalk widths, landscaping, travel lanes, and on-street parking, staff finds the proposed setbacks to be acceptable as proposed.

The site layout shows the centrally located park, and the internal roadway network is geometrically designed with straight roadways. All streets, except for the east side of Street C, have separated sidewalks. Speed lumps have been proposed for north/south streets to serve as traffic-calming measures and to deter speeding.

***Architecture and Design***
The proposed residential architecture is designed to reflect a California community, featuring Farmhouse, Craftsman, Modern Ranch, and Prairie styles. Homes would feature varied architectural styles, materials, detailing, and overall elevations to create visual interest and avoid uniformity.

The scale and mass of homes have been carefully considered. Specifically, the homes along the westerly property line would be one-story with a 15-foot rear-yard setback so that the new homes would not appear to loom over the existing one-story homes to the immediate west. Additionally, the 15-foot rear yard setback would provide an adequate buffer between homes.



***Accessory Structures***
Given the proposed depth of the rear yard, no accessory structures, attached or detached, could be accommodated except for the 59.5 x 97 lots (Lots 131-161) located along the westerly property line. For these lots, only Class II accessory structures[1] could be allowed. This notwithstanding, staff notes that detached ADUs would have to be allowed on any lot, if consistent with State law and PMC standards.

***Noise Impacts***
The Project would generate negligible urban noise from sources such as traffic, vehicles starting, outside activities in yards and at the park, people talking, etc. However, given the existing noise levels produced by nearby land uses, noise levels would not change substantially from that currently experienced in the area. Construction equipment would be required to meet DMV noise standards and be equipped with muffling devices. Once constructed, the occupants of the residential units would be required to meet the City's noise ordinance; the Project cannot produce a noise level more than 60 dBA at any point outside of the property plane. The Project, based on its proposed residential use is not expected to generate any unusual sources of noise.

Noise from existing, nearby land uses may impact the proposed Project, such as the PGS Transfer Station to the immediate south, the City's Public Works Department daily operations, LPFD and Police training activities at 3333 Busch Road to the west, and other industrial uses on Busch Road and on the west side of Valley Avenue. Staff has included a condition of approval requiring a disclosure of nearby land uses and activities be recorded to inform future residents of these active noise sources.

Noise impacts were analyzed in the CEQA Addendum. The analysis included ambient noise, short-term construction noise, traffic noise, and noise from daily residential activities. The analysis concluded that noise impacts would be mitigated to a less than significant level with the incorporation of mitigation measures.

***Traffic Circulation and Roadway Improvements***
The proposed project would generate new vehicular traffic, which would utilize the City's roadway network. A Traffic Impact Assessment (TIA) was prepared for the project which was tiered off the Transportation Impact Study prepared for the County EIR. The TIA also analyzed three new long-term scenarios, including a General Plan buildout condition scenario that

[1] Per 18.08.454 of the Pleasanton Municipal Code, "Class II accessory structure" means a subordinate structure, the use of which is appropriate, subordinate and customarily incidental to that of the main structure or Class I accessory structure, or the main use of the land, and which is located on the same site with the main structure or use. Class II accessory structures shall include those accessory structures not designed for habitation, and include plant shelters and lathe area and tool storage sheds with a height no greater than six feet and an area no greater than 80 square feet.

includes the Kiewit and Arroyo Lago projects and assumes El Charro Road is not extended, and a scenario that assumes El Charro Road is extended between Stoneridge Drive and Busch Road.

The TIA indicates that “Under Existing and Existing Plus Project conditions, all study intersections are expected to operate acceptably at level of service (LOS) D or better, except for the Santa Rita Road at Valley Avenue intersection, which operates at LOS E during the evening peak hour. Minor signal timing adjustments, such as allocating additional green time to the eastbound left-turn movement, would improve operations at this intersection to LOS D. The 95th percentile queueing analysis indicates that while a few turn movements are projected to exceed available storage, optimizing signal timing would reduce queues to available storage lengths.”

The TIA also states that “Under General Plan buildout conditions, the intersection of Santa Rita Road at Valley Avenue is forecast to operate below the city’s LOS D standard across all scenarios during the morning and evening peak hours; also, 95th percentile queues are expected to exceed available storage for key movements at the intersection. With implementation of the city’s planned intersection upgrades -- specifically the addition of southbound and westbound left-turn lanes and optimization of signal timing splits—overall operations would improve to LOS D or better. Queueing conditions would also improve, with 95th-percentile queues expected to remain within available storage lengths following these improvements. Consistent with the *El Charro Road Extension Assessment*, these results also confirm that extending El Charro Road would further enhance corridor performance and reduce congestion on Santa Rita Road.”

The TIA confirms that the proposed Project can be accommodated within the City’s circulation system with the implementation of the targeted intersections. The City Traffic Engineer reviewed the TIA and concurred with its analysis.

In addition to the improvements identified in the TIA, the Project would be required to develop all internal streets to the City’s standards and to make frontage improvements along Busch Road, including sidewalk, curb/gutter, travel lane striping, etc. Specifically, the Project is required to construct a roundabout at the Busch Road/Street B intersection.

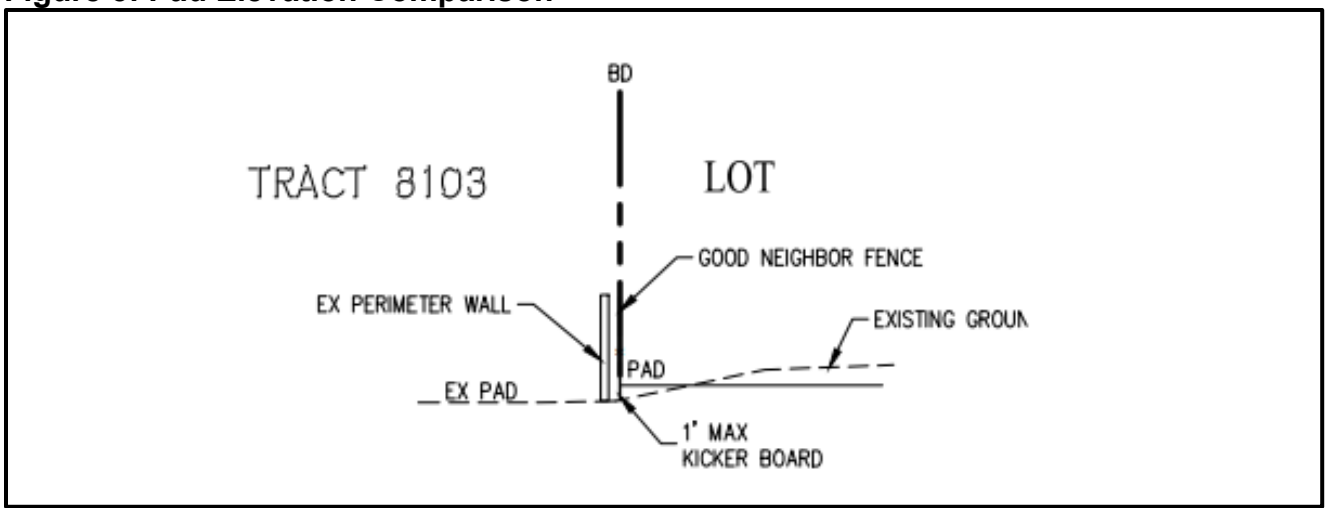
The Project is also required to construct the extension of a Class I trail with a minimum width of 10 feet along the east side of Street A from Street D to Busch Road. The trail design must meet the standards set forth in the Bicycle and Pedestrian Master Plan and the Trails Master Plan. The required improvements have been reflected in the Project’s conditions of approval.

Further, as analyzed in the CEQA Addendum, the Project would result in Vehicle Miles Traveled (VMT) impacts that exceed applicable adopted regulatory thresholds. While feasible mitigation measures would be implemented to reduce VMT, including design features that support alternative modes of transportation, these impacts would remain significant and unavoidable. Additional discussion on this item is in the Environmental Assessment section of this report.

Notwithstanding the VMT findings, the proposed circulation improvements would enhance local traffic operations and safety on Busch Road and the local road network.

***Grading and Drainage***
In consideration of the existing residential development on the west side, the proposed Project's grading has been modified to reduce the relative elevation differences between the proposed project and adjacent homes, further reducing the potential for shadowing, light spill, and glare intrusion onto nearby residential properties. As shown on the Grading Plan (C3.1/Exhibit B), the proposed lots along the west property line would have a comparable pad elevation as the existing homes. Please refer to Figure 5.

**Figure 5: Pad Elevation Comparison**

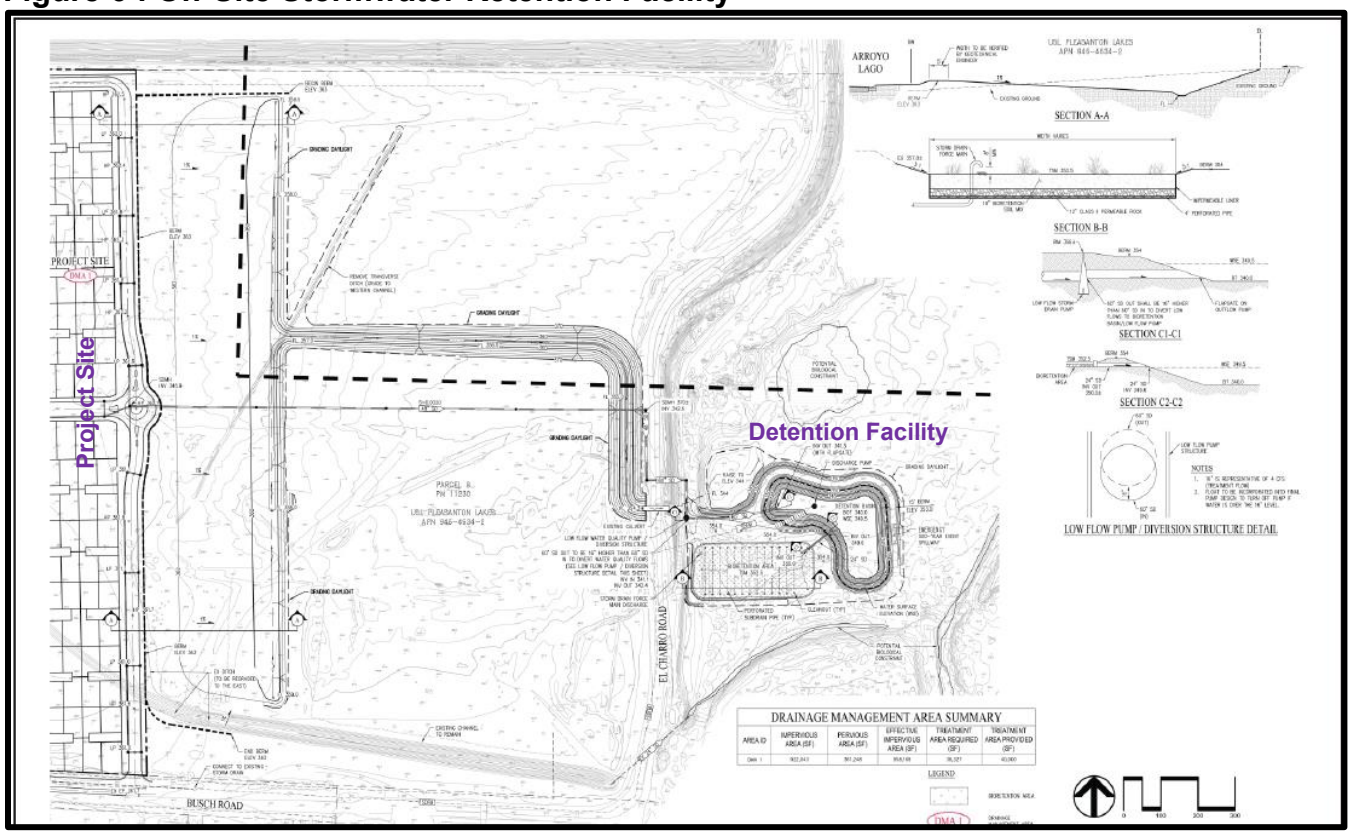



A comprehensive drainage strategy has been incorporated into the Project design to ensure that post-development runoff does not exceed pre-development conditions. Stormwater runoff would be managed through a combination of on-site detention, drainage improvements, and best management practices (BMPs) in compliance with City standards and regional requirements. The Project would be required to prepare and implement a Stormwater Control Plan, consistent with the requirements of the Alameda County Clean Water Program, to address water quality, erosion control, and long-term maintenance of drainage facilities. With implementation of these measures, grading and drainage impacts would meet all regulatory requirements, and any potential environmental impacts would be less than significant.

In larger storm events, stormwater would be temporarily stored in a detention basin just northeast of the bioretention area. The detention basin has been sized to accommodate back-to-back 100-year storm events in accordance with all applicable standards and requirements, allowing stormwater discharge to be metered to ensure that the capacity of the City's storm drain system is not exceeded.

Given that this stormwater retention area is located on an off-site piece of land owned by the applicant (Figure 6), staff has included a condition of approval requiring a storm drain easement to be granted to the City for maintenance of the stormwater retention facility.

**Figure 6 : Off-Site Stormwater Retention Facility**




Landscaping and Park (Figure 7)

Landscaping within the project site would include street trees except for the eastern side of Street C, which would have a monolithic sidewalk and planting in the park. Trees would also be installed along the north side of the project site boundary along Lake I, along the front yards of the proposed homes, along the Busch Road frontage, and within the Busch Road median. Proposed trees would include the crape myrtle, Chinese pistache, native oak, Indian hawthorn, little leaf linden, and Chinese elm species.

The approximately 0.7-acre park would be owned and maintained by the HOA, with an easement to allow for public access. The park would be landscaped with various drought-resistant grasses and shrubs, both native and non-native, consistent with the Model Water Efficient Landscape Ordinance (MWELO). Paving across the park, streets, and other landscaped areas would consist of concrete and decomposed granite, with accent paving used to demarcate crossings. Ornamental fencing would be used to separate residences and public spaces. Other amenities, such as benches, tables, and chairs, would be installed in the park. All Project landscaping would meet applicable standards and other requirements, including the City's Standard Specifications and Details.

**Figure 7: Park and Typical Front Yard Planting**



Pre-Annexation and Development Agreement (PADA)

The Pre-Annexation and Development Agreement (PADA) between the City and the applicant would establish the terms and conditions under which the Project may proceed. The key provisions of the PADA are in Exhibit C, and are summarized as follows:

- Term of 10 years, with no extensions included.
- Completion of public improvements, including the private park with public access allowed, trail to Mohr Avenue; Busch Road improvements as described, including completion of a six-foot sidewalk along Busch Road in front of the City Operations Services Center (OSC); and upstream improvements to the City water and sewer system. Certain of these improvements would be eligible for fee credits or third-party reimbursement by other benefitting projects.
- Vesting of Development Impact Fees and City Water and Sewer Connection Fees to the rates in place as of December 2024, subject to any established annual escalator.
- Formation of a CFD to address long-term maintenance of public improvements.
- Improvements to be designed and constructed per City's specifications.
- Point of Sale Designation for certain construction materials and fixtures.
- Developer public benefit contribution in the form of a $3.0 Million contribution towards design and construction of a future El Charro Road Extension.
- Affordable Housing Agreement, addressing the provision of 48 deed-restricted Junior ADUs.

As described, the City Council discussed the major terms of the PADA at an October 15, 2025 Study Session, and agreed in concept with each of them, with final approval of the PADA to be considered by the City Council as part of the overall project approvals.

Based on these terms, staff concludes that the PADA would provide substantial public benefits, including open space preservation, transportation and infrastructure improvements, and financial contributions toward public facilities. In exchange, the applicant receives certainty regarding applicable development regulations and project timing. Accordingly, staff finds that the agreement would result in a balanced exchange of benefits and recommends that the Planning Commission forward a recommendation of approval to the City Council.

It is noted that securing the proposed easement across Zone 7's property is essential to

facilitate the utilities configuration and grading plan reflected in the project plans. The draft PADA assumes this easement will be secured prior to construction of the project. In discussion with the applicant, they have indicated a preference for the PADA to include a further "backstop" provision that would recognize their ability to abandon the City project and annexation efforts should the easement not be granted. Staff do not support the addition of this language, since it could infer City support, in the agreement, for the County project that the City has previously opposed on numerous grounds.

**PLANNED UNIT DEVELOPMENT CONSIDERATIONS**

PMC Section 18.68.110 sets forth the purposes of the PUD District and considerations to be addressed in reviewing a PUD development plan. These purposes and considerations are set forth in the draft Resolution included as Exhibit B and include whether the plan is in conformance with the City's General Plan; is in the interest of public health, safety, and general welfare; and whether the plan would be compatible with developed properties in the vicinity. As described in Exhibit A and based on the information and analysis provided in this report, the staff recommends that the Commission make the required findings to recommend approval of the PUD development plan to the City Council.

**ENVIRONMENTAL ASSESSMENT**

An Addendum to the Project FEIR (SCH No.2023050339), certified by the Alameda County Board of Supervisors on February 10, 2026, was prepared for the Project to be annexed and developed within the City of Pleasanton in accordance with the CEQA Guidelines.

CEQA Guidelines Section 15164 (a) provides that the Lead Agency (here, the City) shall prepare an Addendum to a previously certified Environmental Impact Report (EIR) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of a subsequent EIR have occurred (CEQA Guidelines § 15164(a)).

The Addendum addresses minor revisions to the proposed project associated with the proposed annexation of the project site into the City, such as changes to the project grading, and to reflect the proposed connection to City utilities. With the annexation, the City would assume land-use jurisdiction over the proposed project and would rely on the County FEIR as the primary environmental document, with the City serving as the Lead Agency once the project was annexed into the city. Pursuant to CEQA Guidelines Section 15164, the Addendum evaluated the proposed changes and documents the basis for the conclusion that the proposed changes would not result in new significant environmental impacts or a substantial increase in the severity of previously identified impacts, and further, that no new information of substantial importance has occurred. Therefore, concluding that preparation of a subsequent or supplemental EIR was not required. It is noted that Alternative 2 in the Project FEIR reflected the annexation and development of the project within the City of Pleasanton and was identified as the environmentally superior alternative in the FEIR.

The Addendum includes applicable mitigation measures identified and discussed in the County FEIR, as well as related implementation measures to ensure compliance therewith, which would be implemented by the proposed Project.

As required by Public Resources Code Section 21081.6 (a)(1), a Mitigation Monitoring and Reporting Program (MMRP) has been prepared for the proposed project in order to monitor

the implementation of the mitigation measures that have been adopted for the proposed project. Any long-term monitoring of mitigation measures imposed on the overall development will be implemented through the MMRP.

Significant and Unavoidable Impacts

The County Project's EIR identifies transportation-related vehicle miles traveled (VMT) impacts as significant and unavoidable. The County Project's EIR incorporates several Transportation Demand Management (TDM) measures, including construction of JADUs, traffic calming features and off-site sidewalk and bicycle land improvements, to reduce VMT impacts. A Statement of Overriding Considerations was used in approving the County Project, finding that the project's benefits outweighed the significant and unavoidable VMT impacts.

The Addendum identified similar Project VMT impacts as significant and unavoidable. While the thresholds used in VMT assessment are different between those of the County's and the City's, the Addendum uses the same Alameda Countywide Travel Demand (Alameda CTC) to assess mitigation measures to reduce VMT. The assessment reveals, similar to the County Project, the following TDM measures could reduce VMT impacts:

- 25 percent deed-restricted junior ADUs, contributing an approximately 0.4–1.2 percent VMT reduction.
- Traffic calming features on all project streets (1 percent reduction), which was required as MM TRANS-2.
- 1,000 feet of off-site sidewalk and bicycle lane improvements (0.5 percent reduction).

These TDMs have already been incorporated into the proposed Project and would achieve a maximum reduction of 2.7 percent.

While mitigation measures would reduce VMT, they would not achieve the level of reduction necessary to meet applicable thresholds, and no additional feasible mitigation measures or alternatives have been identified to further reduce these impacts. As such, both project-level and cumulative VMT impacts remain significant and unavoidable, which is typical for low-density residential development in areas with limited transit access.

Statement of Overriding Considerations (SOC)

A Statement of Overriding Considerations was used in certifying the County Project EIR. The proposed Project includes minor changes to the County Project and does not create any significant new impacts not already studied in the EIR. The Project itself, however, still results in similar significant and unavoidable impacts (VMT) as identified in the certified EIR. Based on the Addendum and Project's MMRP, the proposed Project has been analyzed in compliance with CEQA.

**PUBLIC NOTICE**

Notice of this public hearing was sent to property owners and tenants/occupants within 1,000 feet of the site as shown in Exhibit D, and staff-approved Project identification signage has been posted on the site by the applicant. At the time of this report's publication, staff had not received any public comments. Public comments received after publication will be forwarded to the Commission.

## SUMMARY/CONCLUSION

The City has worked closely with the applicant on the proposed Project, from revising the proposal in response to staff's comments to collaborating on the formation of a Community Facility District to fund facility maintenance. The Project is designed to be compatible with the surrounding residential communities, including the recently approved but yet-to-be-constructed Villages at the Quarry residential development that is located across Busch Road. Staff finds the annexation, General Plan amendments, rezoning, PUD development plan, Vesting Tentative Subdivision Map, and Pre-Annexation and Development Agreement merit a favorable recommendation to the City Council from the Planning Commission, subject to the Draft Conditions of Approval.

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**Reviewed/Approved By**:
Derek Farmer, Assistant Director of Community and Economic Development, Planning Manager
Ellen Clark, Director of Community and Economic Development
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June 24, 2026

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**Re: Agenda Item 4 - Arroyo Lago Residential Development (P25-0115, P25-0116, P25-0118, PUD-154, and TRACT 8423)**

Dear Planning Commissioners, Director Clark, Ms. Soo:

We write on behalf of East Bay Residents for Responsible Development ("East Bay Residents" or "EBRRD") regarding the City of Pleasanton ("City") Planning Commission ("Commission") Agenda Item 4 - P25-0115, P25-0116, P25-0118, PUD-154, and TRACT 8423/330 Land Company, on behalf of USL Pleasanton Lakes LP ("Applicant") for Arroyo Lago Residential Project SCH No. 2023050339) ("Project"). The Project proposes to construct 189 detached single-family residences with 48 deed-restricted Junior Accessory Dwelling Units ("ADUs") and install related on- and off-site improvements and infrastructure on an approximately 30-acre site to the immediate east of 3333 Busch Road, Pleasanton, California.

EBRRD is an unincorporated association of individuals and labor organizations that includes the International Brotherhood of Electrical Workers Local 595, Plumbers & Steamfitters Local 342, Sheet Metal Workers Local 104, Sprinkler Fitters Local 483, their members and families, and other individuals that live and work in Alameda County. EBRRD supports sustainable development that complies with applicable laws and which supports the local workforce.

The Staff Report[1] recommends that the Planning Commission adopt recommendations to the City Council to: (1) adopt an Addendum to the Arroyo Lago Environmental Impact Report (EIR) (SCH 2023050339); (2) approve initiation of annexation proceedings; General Plan Amendments; Pre-zone; Planned Unit

[1] City of Pleasanton, Planning Commission, Agenda Report, June 24, 2026, Item 4, https://pleasantonca.portal.civicclerk.com/event/735/files/agenda/1697 (hereinafter "Staff Report").



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Development; rezoning; Vesting Tentative Tract Map; and (3) approve the Pre-Annexation and Development Agreement ("PADA") with an Affordable Housing Agreement.[2]

The PADA between the City and the Applicant would establish the terms and conditions under which the Project may proceed.[3] The proposed PADA is for a term of 10 years, and would freeze the City's Development Impact Fees and City Water and Sewer Connection Fees that apply to the Project to the rates in place as of December 2024.[4] If adopted, the PADA would be a binding contract that guides the future development of the property for residential use and would provide the Applicant with vested rights. In return for these concessions, the City may negotiate developer concessions, including community benefits or contributions that the City could not otherwise obtain from a developer through normal exactions or conditions of approval.[5] The PADA's currently proposes community benefits include improvements to Busch Road,[6] a private park and upstream improvements to the City water and sewer system,[7] a $3.0 Million payment towards a future El Charro Road Extension, and 48 deed-restricted Junior ADUs.[8] The draft PADA does not include workforce standards for the Project's construction workforce.

When the City takes discretionary actions that assist private development projects, such as entering into development agreements, it should ensure that these actions also ensure that development construction activities support the local economy, support local workers, and support local job creation. In addition to the above public benefits, EBBRD recommends the City and the Applicant consider incorporating workforce benefits as community benefits in the PADA. Providing workforce benefits that support local employment, local workforce training through apprenticeship programs, and healthcare expenditures for the local construction workforce in Alameda County and throughout the local Tri-Valley area is critical to ensuring sustainable development in the East Bay. There are significant numbers of people living in poverty within the regional labor market. Middle-wage, family-supporting jobs are continuing to shrink in the Tri-Valley area. One of the highest-

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[2] Staff Report, p. 2 of 22.
[3] Staff Report, Exhibit B, Attachment 1, pdf p. 484 of 722.
[4] Staff Report, p. 19 of 22.
[5] *Hermosa Beach Stop Oil Coalition v City of Hermosa Beach* (2001) 86 Cal. App. 4th 534 (development agreements are not subject to Mitigation Fee Act [Govt Code. §§66000-66025] or takings law); *Leroy Land Dev. Corp. v Tahoe Reg'l Planning Agency* (9th Cir 1991) 939 F.2d 696, 697.
[6] Staff Report, Exhibit A, Attachment 1, Arroyo Lago Residential Project Addendum to the County of Alameda Environmental Impact Report for the Arroyo Lago Residential Project City of Pleasanton, Alameda County, California State Clearinghouse Number 2023050339 ("Addendum").
[7] Staff Report, p. 19 of 22.
[8] Staff Report, p. 19 of 22.



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growth industries with potential to produce jobs that can lift Tri-Valley area residents out of poverty is construction.

EBRRD urges the Planning Commission to recommend that the City Council direct Staff to negotiate additional terms in the PADA which include enforceable commitments that ensure employment of local residents, support workforce training and the creation of career pathway jobs that lift up the middle class, and support fair compensation of workers, including the provision of meaningful health care benefits. These goals are consistent with the City's General Plan and Strategic Plan, which include goals and objectives to support the local workforce.

## I. PROPOSED WORKFORCE STANDARDS

In keeping with the Goals and Objectives of the General Plan, and to implement General Plan Land Use Element's Program 1.6 and Program 1.7, and the Strategic Plan Goal E, and consistent with the goal of providing community benefits associated with the Project, EBRRD proposes the following workforce standards be included in the PADA:

Proposed Development Agreement Construction Impact Mitigation Commitments
All contractors performing construction work on the Project shall commit to and comply with the following requirements:

(1) Each contractor agrees to make good faith efforts to meet a 30% local hire goal, with first priority for workers residing in the Tri-Valley area and second priority for workers residing in Alameda or Contra Costa County;

(2) Health care expenditures equivalent to at least the hourly pro rata cost of a Covered California Platinum-level plan for two 40-year-old adults and two dependents provided either through direct payments to a worker-enrolled health plan or health savings account, or as a cash payment to the worker at 1.5 times the health care expenditure rate; and

(3) Employment of apprentices enrolled in state-approved joint-labor management apprenticeship programs under the same process and manner as set forth in Section 230.1 of Title 8 of the California Code of Regulations.



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## II. WORKFORCE STANDARDS WOULD IMPLEMENT CITY POLICIES AND SUPPORT THE LOCAL CONSTRUCTION WORKFORCE

### A. Workforce Standards Are Consistent with the General Plan and Strategic Plan

EBRRD's proposed workforce standards would be consistent with the City's General Plan Economic Development Strategy[9] including General Plan Program 1.6, 1.7 and Strategic Plan Goal E, and would support the City's efforts to provide a viable living and working environment for its residents.

The General Plan Land Use Element's Program 1.6 requires the City to "Encourage local employers to hire locally."[10] By including a local hire and apprenticeship requirement in the PADA and working with workforce development and training organizations to employ a quality and skilled workforce, the City would further the goals of providing community benefits and demonstrate consistency with Program 1.6. [11]

Further, General Plan Land Use Element's Program 1.7, requires the City to "Use the City's housing programs to encourage people who work in Pleasanton to live in Pleasanton."[12] Providing local workforce standards and minimum health care expenditures for the Project's construction workforce would further this goal. The City Strategic Plan Goal E requires that the City "[f]oster community engagement and conduct effective planning to promote a livable and economically vibrant community."[13] Specifically, Goal E requires that "[p]roject[s] should support or advance key goals and initiatives from the Five-Year Economic Development Strategic Plan…ensuring the vibrancy of Pleasanton's Downtown, business retention and expansion and workforce development" pursuant to Strategy 4.[14]

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[9] The City of Pleasanton, Economic Development Strategic Plan (2023), https://www.cityofpleasantonca.gov/wp-content/uploads/2024/05/CityOfPleasanton_EconomicDevelopmentPlan_FINAL_Web.pdf; .
[10] City of Pleasanton, 2005 Pleasanton Plan 2025, Land Use Element, Program 1.6, p. 2-29, https://www.cityofpleasantonca.gov/assets/our-government/community-development/Land%20Use%20Element%20CLEAN.pdf.
[11] City of Pleasanton, 2005 Pleasanton Plan 2025, Land Use Element, Program 1.6, p. 2-29, https://www.cityofpleasantonca.gov/assets/our-government/community-development/Land%20Use%20Element%20CLEAN.pdf.
[12] *Id.* at Program 1.7.
[13] City of Pleasanton, City Strategic Plan, Strategy 4, p. 16, https://www.cityofpleasantonca.gov/assets/our-government/city-manager/strategic-plan.pdf.
[14] *Id.*



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**B. Additional Support for Proposed Workforce Standards**

Large construction projects that generate low-wage jobs which provide little to no benefits, and disproportionately hire out-of-area workers, contribute to local poverty and economic decline. The *Development Agreement Construction Impact Mitigation Commitments* proposed in this letter would ensure that the Project will provide a commitment to the City of Pleasanton that this Project will be different. To meet this goal, we urge the City and the Applicant to include in the PADA a requirement to ensure Project construction will help create local job opportunities for disadvantaged workers by employing apprentices and adopting local hire goals, along with a requirement that contractors make minimum health care expenditures to support their employee's health care needs.

Apprenticeship programs are a proven pathway for providing disadvantaged local residents with good-paying construction-career opportunities. Because apprentices are paid, apprenticeship programs provide career growth opportunities to persons with families that cannot afford to take time off to attend college. In addition, state-approved apprenticeship programs are required by law to adopt an equal opportunity program with an affirmative action plan to recruit women and minority applicants.[15] Over 95% of apprenticeship graduates in California are produced by joint labor-management apprenticeship programs and more than two-thirds of participants in union apprenticeship programs are people of color.

Apprenticeship programs also ensure area construction workers have the skills necessary to construct buildings correctly, efficiently and safely. Apprenticeship Program training curricula include specific training on safety and on energy and water efficiency measures. This training is independently reviewed and approved by the California Division of Apprenticeship Standards. Well-constructed residential buildings help reduce utility bills and repair costs for future occupants. However, the number of apprenticeship slots available each year is limited by the number of companies who are willing to utilize apprentices and the total hours available for apprentices to work. By including an apprenticeship utilization requirement in the PADA, the City would help increase apprenticeship opportunities for local residents.

We propose including a provision that requires the use of apprentices in the same manner as required for public works projects as set forth in Section 230.1 of Title 8 of the California Code of Regulations. Section 230.1 are the regulatory provisions implementing the Labor Code section 1777.5 requirements to use apprentices in a minimum of a 1:5 ratio. Section 230.1 provides the process

[15] Cal. Code Regs., tit. 8, § 215).



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whereby both union and non-union contractors can request dispatch of apprentices from state-approved apprenticeship programs.

It is in the City's interest to also ensure that a development agreement includes terms to maximize local hire in order to support the local economy. Each dollar paid to local construction workers produces $1.50 in economic activity."[16] Local hire requirements ensure that wage dollars are recirculated through the local economy and generate increased sales tax revenue. Local hire requirements also reduce traffic congestion and climate impacts by reducing the number of super commuters travelling to the Tri-Valley area to take jobs that could be filled by local residents. We propose including a provision that requires each contractor to agree to a 30% local hire goals, with a first priority for Tri-Valley area residents and a secondary priority for Alameda and Contra Costa County residents.

The City also has a strong interest in ensuring that workers and residents within its borders have meaningful access to health care coverage. We propose including a provision that requires contractors on the Project to make minimum health care expenditures that provide healthcare coverage opportunities to their construction workers. The proposed requirement is similar to the requirements set forth in the City of Berkeley Hard Hats ordinance.[17]

## III. CONCLUSION

EBRRD urges the Planning Commission to recommend that the City Council provide direction to staff to negotiate additional terms into the proposed PADA to include workforce standards for the Project's construction workforce. This would ensure that the Project provides the maximum possible community benefit to the local construction workforce in return for the benefits conferred to the Applicant.

Sincerely,

Kelilah Federman

Kelilah D. Federman

KDF:acp

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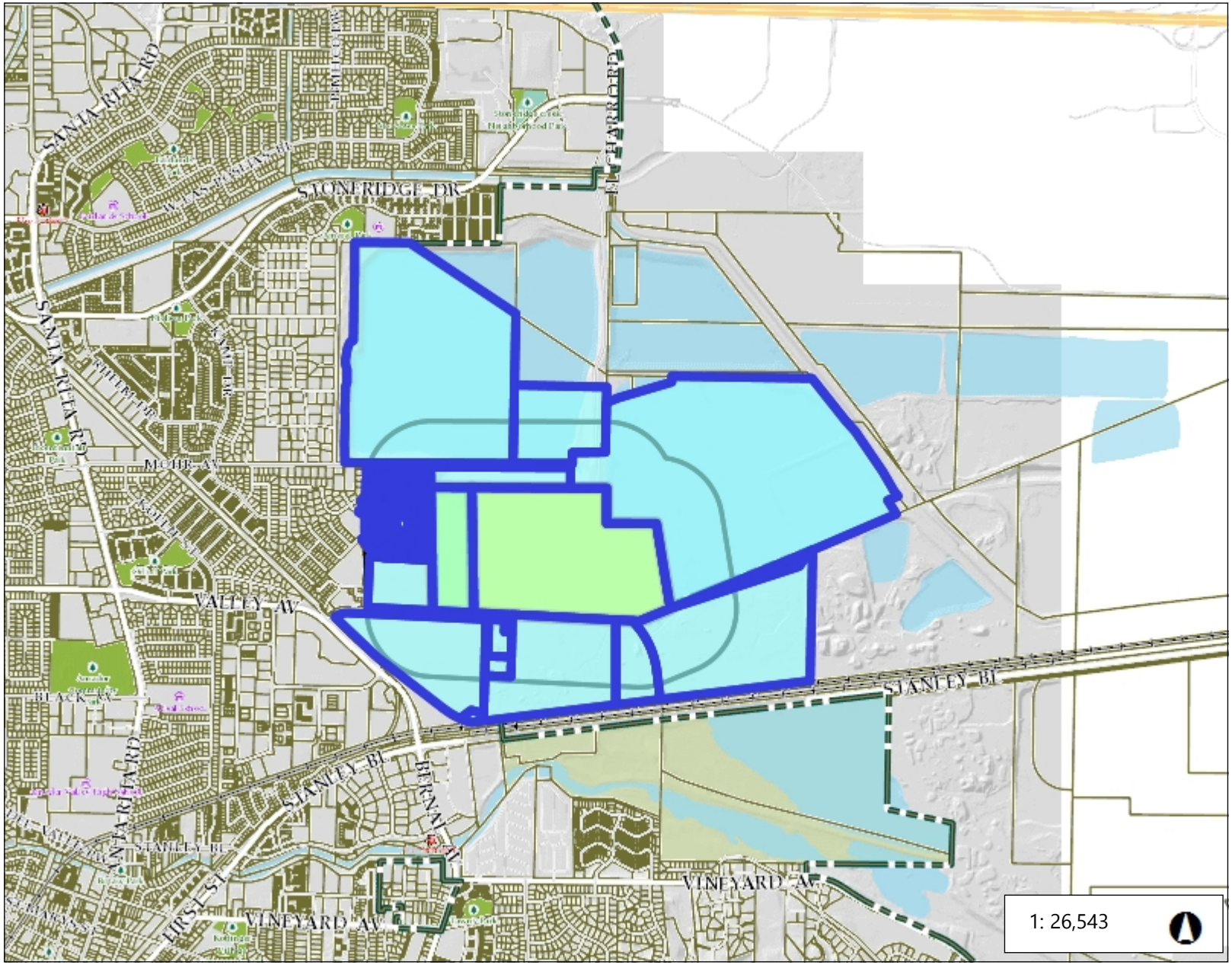
[16] Gin et al., "The Economic Impact of the Downtown 'Convadium' Proposal" (2016), Appendix A.
[17] Berkeley Mun. Code § 13.107.



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# APN 946-4634-1 & APN 946-4634-2

**EXHIBIT D**




Legend

- Fire Station
- School
- Park
- Parcels

Notes

Notes

4,423.9 0 2,211.96 4,423.9 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

# Arroyo Lago Residential Development

P25-0115, P25-0116, P25-0118, PUD-154, and Tract 8423

Actions on CEQA Addendum, General Plan amendments, pre-zoning/rezoning, Planned Unit Development, Vesting Tentative Tract Map, and Pre-Annexation and Development Agreement

City Council, July 21, 2026

THE CITY OF PLEASANTON

## Project Entitlements

1. General Plan Amendment
2. Pre/Rezoning of the Project site
3. Planned Unit Development
4. Vesting Tentative Subdivision Map
5. Pre-Annexation and Development Agreement

THE CITY OF PLEASANTON

# Project Background

- East Pleasanton Area and Prior Interest in Annexation, but planning not completed by City
- **August 2022:** Application with Alameda County for residential project consistent with County General Plan
- **February 2026:** Alameda County Board of Supervisors Project Approval and EIR Certification

# Project Background (cont'd)

**City Council Workshops**

**August 2024: Direction to Study Pros and Cons of Annexation**

**February 2025: Present Initial Analysis and Findings**

- Beneficial fiscal, traffic, utilities, and environmental impacts compared to County project – direction to process the annexation application
- Modifications to grading, setbacks and home design to reduce neighbor impacts
- Continue negotiation on key terms of PADA

# Project Background (cont'd)

## City Council Workshops

### October 2025: PADA Key Draft Terms

- Affordable Housing/IZO – Provide deed-restricted JADUs
- Fees vested to December 2024 Rates (project "in process" at time of fee adoption)
- Formation of Community Facilities District for Maintenance of public infrastructure
- $3 Million Contribution toward the design and construction of El Charro Road

### February 2025: Formal Application Submitted to Pleasanton

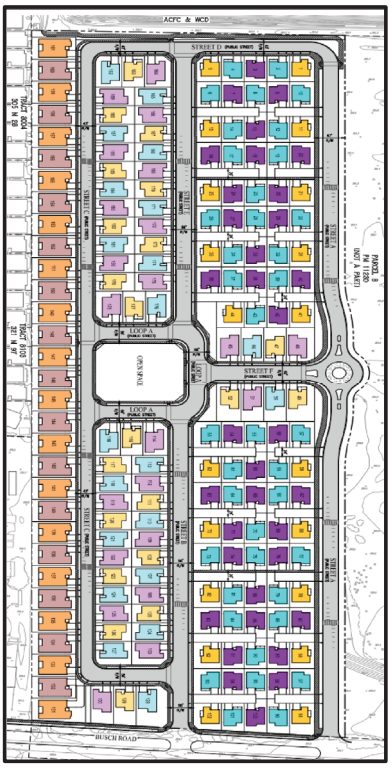
# Project Location



# Project Site and Components

- 189 Homes
- 48 JADUs
- 0.7-ac Park




THE CITY OF PLEASANTON

# Project Components (Cont'd)

Architectural styles include Farmhouse, Craftsman, Modern Ranch and Prairie designs





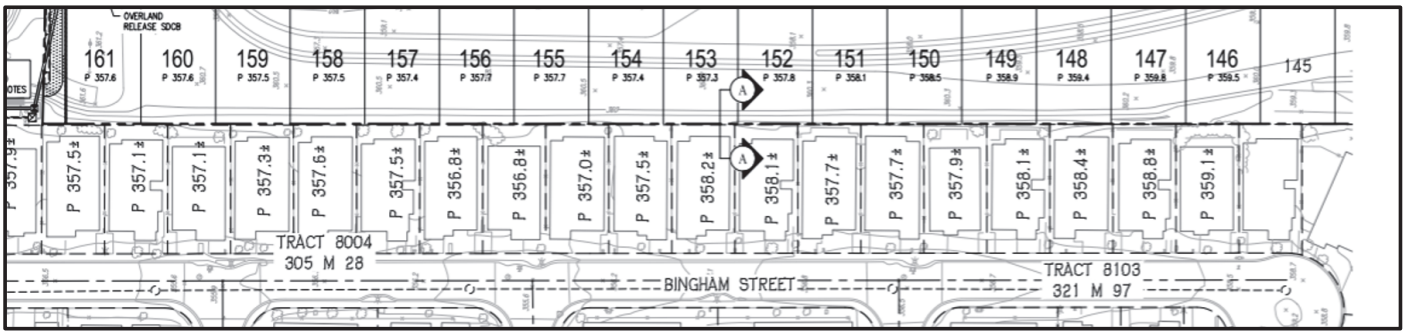


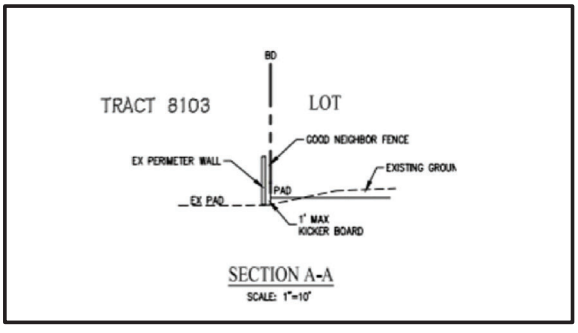
THE CITY OF PLEASANTON

# Planning Commission – June 24, 2026

- Adopted Resolutions recommending the City Council:
  1) Adopt the Addendum to the County EIR
  2) Approve the Project
  3) Approve the PADA on the condition that PADA Section 3.2.h be revised to increase the applicant's contribution to the improvement of El Charro Road to its full fair share of $8 Million.

## Grading and Neighbor Adjacency



# Pre-Annexation and Development Agreement

- Term of 10 years, with no extensions allowed
- Completion of off-site public improvements
- Vesting Fees to the rates in place as of December 2024, subject to any established annual escalator
- Formation of a CFD to address long-term maintenance of public improvements
- Point of Sale Designation
- Affordable Housing Agreement
- $8 Million public benefits contribution towards design and construction of a future El Charro Road Extension (PC Recommendation)

- All terms consistent with City Council October 2025 Direction **except** Public Benefit Contribution

# Public Benefit Contribution

- <u>City Council Discussion and Direction</u>
  - Estimated Project share – just over $8 Million
  - Applicant disagreed, stating:
    - financially infeasible
    - contribute $0 if developed in the County with similar roadway impacts
    - Agreed to pay $3 Million
  - Staff found $3 Million as reasonable and appropriate
  - City Council concurred with staff on the $3 Million contribution

- <u>Planning Commission Discussion and Recommendation</u>
  - Improvement to the El Charro Road is important to developments in East Pleasanton
  - All projects in the East Pleasanton area should pay their full share
  - The applicant should pay its full share of $8 Million

# Addendum to Certified County EIR

- No new impacts or increased severity of previously identified impacts.
- Transportation
  - CEQA Guidelines Sec. 15064.3(b) requires analysis per VMT threshold
  - Same impact as County EIR – Significant and Unavoidable
- Greenhouse Gas Emission
  - Same impact as County EIR – Significant and Unavoidable
- Statement of Overriding Considerations (SOC)
  - Findings of Fact and SOC adopted by the County are incorporated by reference

# Recommendation

- Adopt a resolution adopting the Addendum to the County Environmental Impact Report (EIR)
- Introduce an ordinance making the findings and approving the applications for:
  - (1) Initiation of proceedings for annexation
  - (2) General Plan Amendments for a MDR land use designation
  - (3) Pre/Rezone of said site  PUD–MDR District
  - (4) Planned Unit Development for the construction of the Project
  - (5) Vesting Tentative Subdivision Map 8423
- Introduce an ordinance approving the Pre-Annexation and Development Agreement, including the Affordable Housing Agreement
  - *Confirm public benefit contribution for El Charro ($3M vs. $8M)*

# Questions?

CITY COUNCIL AGENDA REPORT

July 21, 2026
Public Works - Engineering Division

**TITLE: PUBLIC HEARING: ADOPT RESOLUTIONS APPROVING THE FISCAL YEAR 2026/27 ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICTS 1984-1 (PONDEROSA-DEL PRADO), 1993-1 (WINDSOR), 1993-2 (BONDE RANCH), 1994-1 (OAK TREE FARM), AND 1995-1 (MOLLER RANCH)**

## SUMMARY

The annual assessments for the Landscape Maintenance Districts (LMDs) serving the Ponderosa- Del Prado, Windsor, Bonde Ranch, Oak Tree Farm, and Moller Ranch subdivisions have been calculated for fiscal year (FY) 2026/27. Each district remains underfunded, and reserves for capital replacement are limited or unavailable. Accordingly, staff recommends increasing assessments to the maximum extent permitted under Proposition 218, "The Right to Vote on Taxes Act."

To address ongoing funding shortfalls, staff previously took the following actions:

- In February 2024, the City entered into an agreement with the Windsor at Laguna Oaks Homeowners Association (HOA), under which the HOA assumed responsibility for routine landscape maintenance and water costs within the Windsor LMD.
- Staff conducted Proposition 218-compliant ballot proceedings for the Ponderosa-Del Prado and Bonde Ranch LMDs, which are running concurrently with the adoption process outlined in this agenda report. The resolutions in this agenda report for those districts will be adopted only if the Proposition 218 votes for the new districts do not pass.
- In 2025, assessment levels were restored to their original amounts in compliance with Proposition 218.

## RECOMMENDATION

1. Open and hold a public hearing to receive comments regarding the levy of annual assessments for each Landscape Maintenance District;
2. Adopt a resolution confirming the Engineer's Report and levying assessments for each property within its respective Landscape Maintenance District, with the Ponderosa-Del Prado and Bonde Ranch District resolutions to be adopted only if the concurrent Proposition 218 ballot procedure for those districts, either individually or together, does not pass;
3. Authorize payment in the amount of $1,351.26 for the Moller Ranch water tank and staging area parcels from the Water Fund and General Fund, and $617.41 for the Oak Tree Farm sewer lift station parcel from the sewer fund;
4. Authorize payment in the amount of $9,763.08 for the Ponderosa-Del Prado general contribution and Del Prado Park parcel from the General Fund if the Proposition 218

ballot procedure does not pass; and
5. Authorize payment in the amount of $389.56 for the Bonde Ranch water tank parcel from the Water Fund if the Proposition 218 ballot procedure does not pass.

## BACKGROUND

The Landscaping and Lighting Act of 1972 authorizes local agencies to levy annual assessments on benefited property to fund lighting and landscaping improvements. Alameda County collects the assessments on the annual property tax bill.

At its June 2 meeting, the City Council approved the updated Engineer's Report for each district and set a public hearing for July 21, 2026.

## DISCUSSION

As required by the Landscaping and Lighting Act of 1972, the City must levy an annual assessment on all benefited parcels. The June 2, 2026, resolutions authorized the City Clerk to provide notice of the public hearing to property owners.

Separate resolutions for Ponderosa-Del Prado LMD 2026-1 and Bonde Ranch LMD 2026-2 are being processed concurrently and will be adopted if the Proposition 218 ballots pass, thus replacing LMD 1984-1 and LMD 1993-2. If the Proposition 218 ballots do not pass, the continuation resolutions in this report for those districts will be adopted and LMD 2026-1 and LMD 2026-2 will be null.

If the Proposition 218 ballot measures do not pass, assessments for all districts will remain unchanged from last year. If the ballot measures pass, only Windsor, Oak Tree Farm, and Moller Ranch will remain unchanged from last year.

At its July 21, 2026, meeting, the City Council will receive public comments and may adopt resolutions confirming the Engineer's Report and levying assessments for each district for FY 2026/27.

<u>Landscape Maintenance District 1984-1, Ponderosa-Del Prado</u>

LMD 1984-1 maintains public landscaping along Paseo Santa Cruz between Corte Santa Maria and Corte Pacifica within the Ponderosa Homes Subdivision.

The current annual assessment of $60.08 per parcel is not sufficient to fund necessary maintenance, emergency repairs, or long-term capital improvements. The anticipated year-end capital repair and replacement fund balance is approximately $58,600, while estimated capital needs over the next 10 years total approximately $600,000. The district faces an immediate annual funding shortfall for pruning and irrigation improvements, with only approximately $7,200 available to address those needs and no funds available to replenish reserves.

If the Proposition 218 ballot proceeding does not pass, staff will need to implement additional cost-reduction measures, including permanent shutoff of portions of the irrigation system. Key underfunded needs include, irrigation infrastructure, tree pruning and removal, and fence and gate repair and replacement.

Landscape Maintenance District 1993-1, Windsor

LMD 1993-1 maintains public landscaping within the Windsor subdivision, including masonry walls, trees, shrubbery, groundcover, irrigation systems, entry features, and common area drainage ditches.

The current annual assessment of $265.11 per parcel is not sufficient to maintain district improvements at prior service levels. Increased costs, aging infrastructure, and maturing landscaping have depleted reserves. The anticipated year-end capital repair and replacement fund balance is approximately $6,200.

In February 2024, the Windsor at Laguna Oaks homeowner's association (HOA) entered into an agreement with the City to pay routine landscape maintenance and water costs, reducing FY 2025/26 costs by approximately $11,000. However the City remains responsible for maintaining other district improvements, including:

- sound wall repairs;
- irrigation infrastructure;
- treepruning and removal;and
- drainage maintenance, paving, furnishings, and other non-plant-related services.

No increase is proposed at this time. However, staff estimates the assessment would ultimately need to increase by approximately $400 per parcel, plus an annual inflation escalator, to support future district needs at the current level of HOA maintenance. If the HOA no longer pays for basic maintenance services and water, the assessment would need to increase approximately $800 annually per parcel. Any increase above the current maximum would require a Proposition 218-compliant ballot proceeding, estimated to cost $36,000.

California Assembly Bill 1572 also requires removal of nonfunctional turf by January 1, 2029. Combined with other long-term capital improvements and maintenance needs, total projected expenses over the next ten years are approximately $700,000.

Landscape Maintenance District 1993-2, Bonde Ranch

LMD 1993-2 maintains entry features, open space areas, firebreaks, trees, shrubbery, groundcover, and irrigation systems for the Bonde Ranch subdivision.

The current annual assessment of $389.56 per parcel is not sufficient to maintain district improvements at prior service levels or fund needed capital repair and replacement work. The anticipated year-end capital repair and replacement fund balance is approximately $17,300, which is inadequate to address near-term capital needs, including:

- irrigation system replacement;
- tree and shrub replacement;
- mulch replenishment;
- fence repair and painting; and
- basic landscape rehabilitation.

Current-year costs for basic maintenance, water, and electricity are projected at approximately

$35,800 and total estimated capital and improvement needs over the next decade are approximately $800,000.

Water service has been shut off due to persistent irrigation leaks, resulting in widespread landscape decline. A Proposition 218 process is underway to raise assessments to a sustainable level. If the ballot proceeding does not pass, staff will need to further reduce maintenance, and deterioration of the district's landscape and infrastructure will continue.

Landscape Maintenance District 1994-1, Oak Tree Farm

LMD 1994-1 maintains open space areas, entry features, decorative lighting, firebreaks, trees, shrubbery, groundcover, and irrigation systems within the Oak Tree Farm subdivision.

The current annual assessment of $617.41 per parcel is sufficient to fund reduced maintenance services, but not critical capital repairs, irrigation system restoration, major oak tree pruning, or emergency repairs. The irrigation system has been shut off to address ongoing leaks. The anticipated year-end capital repair fund balance is approximately $29,100 and is being used for near-term improvements, including:

- irrigation system replacement;
- plant replacement;
- decorative fence repair;
- lighting replacement; and
- extensive tree pruning.

In FY 2025/26, staff met with property owners to identify projects and priorities. The first maintenance project was completed in early 2026 at a cost of $11,520, and a second project to repair and replace the ranch fence was completed at a cost of $34,393.

This fiscal year, maintenance and utility costs are projected at approximately $26,500, with incidental and administrative costs of approximately $4,700. Available funds are not sufficient for the next round of improvements, and an approximately $4,800 reserve drawdown is required. Total estimated capital needs over the next decade are approximately $400,000.

Landscape Maintenance District 1995-1 (Moller Ranch)

LMD 1995-1 maintains open space areas, entry features, lighting, firebreaks, trees, shrubbery, groundcover, and irrigation systems within the Moller Ranch subdivision.

The current annual assessment of $675.63 per parcel is sufficient to fund reduced maintenance and operations, but not to build the capital repair and replacement reserve needed to address aging infrastructure and long-term capital improvements. The anticipated year-end capital repair and replacement fund balance is approximately $268,100, but this is insufficient to cover several near-term improvements, including:

- extensive irrigation system replacement;
- plant and tree replacement;
- decorative fence repairs; and
- lighting and other feature replacements.

Current-year costs for basic maintenance, water, and electricity are projected at approximately $117,000 this year driven by major irrigation repairs, turf conversion, and tree pruning, resulting in an estimated reserve draw of approximately $54,000. Total estimated capital and improvement needs over the next decade are approximately $1,000,000.

The following table shows the recommended assessments for each LMD:

**Table 1. LMD Assessments**

| LMD Name | LMD Number | Current Assessment Per Year | Private Property Assessment x Number of Parcels* | Public Property Assessment x Number of Parcels | Total Special Revenue Per Year | Total Available Reserves |
|---|---|---|---|---|---|---|
| Ponderosa-Del Prado | 1984-1 | $60.08/ parcel | $61.10 x 343 parcels | $60.08 x 1 parcel | $21,017 | $58,600 |
| Windsor | 1993-1 | $265.11/ parcel | $269.62 x 90 parcels | N/A | $24,266 | $6,200 |
| Bonde Ranch | 1993-2 | $389.56/ parcel | $396.18 x 102 parcels | $389.56 x 1 parcel | $40,800 | $17,300 |
| Oak Tree Farm | 1994-1 | $617.41/ parcel | $627.91 x 41 parcels | $617.41 x 1 parcel | $26,362 | $29,100 |
| Moller Ranch | 1995-1 | $675.63/ parcel | $687.12 x 99 parcels | $675.63 x 2 parcels | $69,376 | $268,100 |

* Includes 1.7% county administration fee

Increases to Assessments

In 2025, the City restored assessments to the amounts originally approved at formation for all LMDs and implemented a Proposition 218-compliant ballot procedure for the Ponderosa-Del Prado and Bonde Ranch, which are running concurrently with the adoption process outlined in this agenda report.

For Moller Ranch and Oak Tree Farm, it was previously anticipated that the originally authorized assessment amounts would be sufficient to address current and projected maintenance and capital needs, including phased changes and an annual inflation escalator based on the CPI. However, due to the August 2025 appellate ruling in Thacker v. City of Fairfield, the Engineer's Reports do not increase rates under the approved assessment range in the formation documents, and do not include an annual inflation escalator. A Proposition 218-compliant vote for both Moller Ranch and Oak Tree Farm will be required in the future.

The information in this report regarding future assessment increases is informational only. A formal recommendation and request for City Council action will be brought forward at a later date.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Maintenance work within each LMD is categorically exempt from CEQA under Guidelines

Section 15302, “Replacement or Reconstruction.” Under CEQA Guidelines Section 15378(b)(4), assessment increases are not considered a “project” as they are a government funding mechanism that does not involve a commitment to a specific project that may result in a potentially significant physical impact on the environment.

## EQUITY AND SUSTAINABILITY

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

## OUTREACH

Notices were sent to property owners within each LMD of the date and time of the public hearing so the City Council may receive protests regarding the proposed assessments.

## STRATEGIC PLAN ALIGNMENT

Approval of this action advances the citywide ONE Pleasanton Strategic goal of *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.

## FISCAL IMPACT

The LMDs are special assessment districts managed by the City. Funds collected within each LMD may be used only for that district and may not be commingled with funds from other districts. As required by law, the City will continue to incur a fiscal impact for assessments that provide a general benefit and for City-owned parcels. The City will pay the following LMD assessments:

**Table 2. City LMD Assessments**

| Location | Fiscal Impact |
|---|---|
| Parcel 946-4563-125 (Ponderosa - Del Prado Park) | $60.08 |
| General benefit area along the Alamo Canal in District 1984-1 (Ponderosa - Del Prado) | $9,703.00 |
| Parcel 948-0014-1-39 (water tank site) in District 1993-2 (Bonde Ranch) | $389.56 |
| Parcels 941-1803-62 and 941-1801-02 (water tank site and trails staging area) in District 1995-1 (Moller Ranch) | $1,351.26 |
| Parcel 946-4585-044 (sewer lift station) in District 1994-1 (Oak Tree Farm) | $617.41 |
| **Total** | **$12,121.31** |

Consistent with the prior year's assessments, staff recommends appropriating $12,121.31 from the applicable funds to the LMDs. Of this amount, $10,152.64 is contingent on the Proposition 218 ballot procedures not passing for the Ponderosa-Del Prado and Bonde Ranch LMDs, consisting of $9,763.08 for Ponderosa-Del Prado and $389.56 for Bonde Ranch. The

remaining appropriations of $1,351.26 for Moller Ranch and $617.41 for Oak Tree Farm are required regardless of the ballot outcomes. If the ballot procedures pass for Ponderosa-Del Prado and Bonde Ranch, the appropriations for those districts will instead be as outlined in the Proposition 218 agenda reports for the new districts. The proposed FY 2026/27 budget includes these expenses.

| Prepared by: | Submitted by: | Approved by: |
|---|---|---|
|  |  |  |
| Michael Stella, City Engineer | Siew-Chin Yeong, Director of Public Works | Joe Calabrigo, Interim City Manager |

Attachments:

1. Resolution for Ponderosa-Del Prado LMD 1984-1
2. Resolution for Windsor LMD 1993-1
3. Resolution for Bonde Ranch LMD 1993-2
4. Resolution for Oak Tree Farm LMD 1994-1
5. Resolution for Moller Ranch LMD 1995-1

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1984-1 PONDEROSA-DEL PRADO FOR FISCAL YEAR 2026/27**

**WHEREAS**, on June 2, 2026, the City Council adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON DECLARING THE INTENTION TO ORDER IMPROVEMENTS FOR THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1984-1 PONDEROSA FOR FISCAL YEAR 2026/27; DECLARING THE INTENTION TO CONTINUE THE LEVY AND COLLECTION ASSESSMENTS; AND SETTING THE DATE FOR THE PUBLIC HEARING," whereby the City Council proposed the continuation of the Lighting & Landscape Maintenance District No. 1984-1 Ponderosa-Del Prado (the "District") pursuant to the Landscaping and Lighting Act of 1972, constituting Part 2 of Division 15 of the California Streets and Highways Code (the "Act"); and

**WHEREAS**, the City Council designated the Engineer of Work for purposes of these proceedings (the "Engineer of Work") and directed the Engineer of Work to prepare an Engineer's Report (the "Report") in accordance with the Act and Article XIIID of the California Constitution; and

**WHEREAS**, the Report was duly made and filed with the City Clerk, and considered by this Council and found to be sufficient, then it was determined that the Report should stand as the Engineer's Report for all subsequent proceedings pursuant to that resolution, and that July 21, 2026, at the hour of 7:00 p.m. at the City Council Chambers, located at 200 Old Bernal Avenue, Pleasanton, California, was appointed as the time and place for a hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

**WHEREAS**, at the appointed time and place the hearing was held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters pertaining to the continuation of the levy were heard and considered by this Council, and all oral and written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

**SECTION 1.** The public interest, convenience and necessity require that the continuation of the levy be made.

**SECTION 2.** The land within the District will be specially benefited by the improvements and assessed to pay the costs and expenses of the improvements, and the exterior boundaries of the District, are as shown by a map in the Report filed in the office of the City Clerk, which map is made a part of this resolution by reference.

**SECTION 3.** The improvements to be made in the District are generally described as follows:

Landscaping, including trees, shrubs and irrigation system all as delineated on the landscape and irrigation plans for Tract 5256 (Phase III Landscape Maintenance District 1984-1) and Tract 4986 (Arroyo de la Laguna Improvements).

Said improvements are within the following areas:

North of Corte de Flores on the west side of Paseo Santa Cruz approximately 160 feet long by 6 feet wide, and north of Corte Pacifica on the east side of Paseo Santa Cruz approximately 1,370 feet long by 6 feet wide.

**SECTION 4.** The assessments are in compliance with the provisions of the Act and Article XIII D of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII D of the California Constitution.

**SECTION 5.** Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report as a whole and each part thereof, to wit:

i. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses;

ii. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the District; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the incidental expenses are finally approved and confirmed.

**SECTION 6.** Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Report as determined and ordered, is intended to and shall refer and apply to the Report, or any portion as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, duly adopted or made by this Council.

**SECTION 7.** The assessment is hereby levied to pay the costs and expenses of the maintenance of the improvements for fiscal year 2026/27.

**SECTION 8.** Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, the City Council expressly finds and determines that: (a) each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; and (b) there is substantial evidence to support the finding and determination as to special benefits.

**SECTION 9.** Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the County Auditor. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

**SECTION 10.** The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Lighting & Landscape Maintenance District No. 1984-1 Ponderosa-Del Prado.

**SECTION 11.** The moneys representing assessments collected by Alameda County shall be deposited in the City Treasury to the credit of the special fund known as the "Lighting & Landscape Maintenance District No. 1984-1 Ponderosa-Del Prado" previously established. Moneys in the fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

**SECTION 12.** The adoption of this resolution constitutes the continuation of assessments for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

**SECTION 13.** This resolution shall be operative only if the property owner ballot proceeding for the corresponding new Ponderosa-Del Prado Landscape Maintenance Assessment District 2026-1 is not approved. If that ballot proceeding results are approved, this resolution shall not take effect, and the assessment for the District shall instead be governed by the resolution adopted for the new District. This resolution shall take effect immediately upon its adoption. 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 July 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 July 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Daniel Sodergren, City Attorney

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1993-1 WINDSOR FOR FISCAL YEAR 2026/27**

**WHEREAS**, on June 2, 2026, the City Council adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON DECLARING THE INTENTION TO ORDER IMPROVEMENTS FOR THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1993-1 WINDSOR FOR FISCAL YEAR 2026/27; DECLARING THE INTENTION TO CONTINUE THE LEVY AND COLLECTION ASSESSMENTS; AND SETTING THE DATE FOR THE PUBLIC HEARING," whereby the City Council proposed the continuation of the Lighting & Landscape Maintenance District No. 1993-1 Windsor (the "District") pursuant to the Landscaping and Lighting Act of 1972, constituting Part 2 of Division 15 of the California Streets and Highways Code (the "Act"); and

**WHEREAS**, the City Council designated the Engineer of Work for purposes of these proceedings (the "Engineer of Work") and directed the Engineer of Work to prepare an Engineer's Report (the "Report") in accordance with the Act and Article XIIID of the California Constitution; and

**WHEREAS**, the Report was duly made and filed with the City Clerk, and considered by this Council and found to be sufficient, then it was determined that the Report should stand as the Engineer's Report for all subsequent proceedings pursuant to that resolution, and that July 21, 2026, at the hour of 7:00 p.m. at the City Council Chambers, located at 200 Old Bernal Avenue, Pleasanton, California, was appointed as the time and place for a hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

**WHEREAS**, at the appointed time and place the hearing was held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters pertaining to the continuation of the levy were heard and considered by this Council, and all oral and written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

**SECTION 1.** The public interest, convenience and necessity require that the continuation of the levy be made.

**SECTION 2.** The land within the District will be specially benefited by the improvements and assessed to pay the costs and expenses of the improvements, and the exterior boundaries of the District, are as shown by a map in the Report filed in the office of the City Clerk, which map is made a part of this resolution by reference.

**SECTION 3.** The improvements to be made in the District are generally described as follows:

The maintenance and repair of designated landscaped areas and open space areas, entry features, masonry soundwalls, common area drainage ditches, irrigation systems, trees and plantings in designated landscaped areas, furnishing of water and power for irrigation systems, and street lights, together with all appurtenant and incidental expenses within Tract 6320, City of Pleasanton.

**SECTION 4.** The assessments are in compliance with the provisions of the Act and Article XIII D of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII D of the California Constitution.

**SECTION 5.** Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report as a whole and each part thereof, to wit:

i. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses;

ii. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the District; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the incidental expenses are finally approved and confirmed.

**SECTION 6.** Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Report as determined and ordered, is intended to and shall refer and apply to the Report, or any portion as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, duly adopted or made by this Council.

**SECTION 7.** The assessment is hereby levied to pay the costs and expenses of the maintenance of the improvements for fiscal year 2026/27.

**SECTION 8.** Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, the City Council expressly finds and determines that: (a) each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; and (b) there is substantial evidence to support the finding and determination as to special benefits.

**SECTION 9.** Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file a certified copy of the diagram

and assessment and a certified copy of this resolution with the County Auditor. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

**SECTION 10.** The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Lighting & Landscape Maintenance District No. 1993-1 Windsor.

**SECTION 11.** The moneys representing assessments collected by Alameda County shall be deposited in the City Treasury to the credit of the special fund known as the "Lighting & Landscape Maintenance District No. 1993-1 Windsor" previously established. Moneys in the fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

**SECTION 12.** The adoption of this resolution constitutes the continuation of assessments for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

**SECTION 13.** This resolution shall take effect immediately upon its adoption. 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 July 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 July 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Daniel Sodergren, City Attorney

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1993-2 BONDE RANCH FOR FISCAL YEAR 2026/27**

**WHEREAS**, on June 2, 2026, the City Council adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON DECLARING THE INTENTION TO ORDER IMPROVEMENTS FOR THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1993-2 BONDE RANCH FOR FISCAL YEAR 2026/27; DECLARING THE INTENTION TO CONTINUE THE LEVY AND COLLECTION ASSESSMENTS; AND SETTING THE DATE FOR THE PUBLIC HEARING," whereby the City Council proposed the continuation of the Lighting & Landscape Maintenance District No. 1993-2 Bonde Ranch (the "District") pursuant to the Landscaping and Lighting Act of 1972, constituting Part 2 of Division 15 of the California Streets and Highways Code (the "Act"); and

**WHEREAS**, the City Council designated the Engineer of Work for purposes of these proceedings (the "Engineer of Work") and directed the Engineer of Work to prepare an Engineer's Report (the "Report") in accordance with the Act and Article XIIID of the California Constitution; and

**WHEREAS**, the Report was duly made and filed with the City Clerk, and considered by this Council and found to be sufficient, then it was determined that the Report should stand as the Engineer's Report for all subsequent proceedings pursuant to that resolution, and that July 21, 2026, at the hour of 7:00 p.m. at the City Council Chambers, located at 200 Old Bernal Avenue, Pleasanton, California, was appointed as the time and place for a hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

**WHEREAS**, at the appointed time and place the hearing was held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters pertaining to the continuation of the levy were heard and considered by this Council, and all oral and written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

**SECTION 1.** The public interest, convenience and necessity require that the continuation of the levy be made.

**SECTION 2.** The land within the District will be specially benefited by the improvements and assessed to pay the costs and expenses of the improvements, and the exterior boundaries of the District, are as shown by a map in the Report filed in the office of the City Clerk, which map is made a part of this resolution by reference.

**SECTION 3.** The improvements to be made in the District are generally described as follows:

The maintenance and repair of street lights, designated landscaped areas, open space slopes, fuel transition zones (fire breaks), entry features, open space drainage ditches, irrigation systems, trees in the open space and designated landscaped areas, together with all appurtenant and incidental expenses within Tract 6483, City of Pleasanton. The district property behind the Ventana Hills neighborhood has been removed from the Bonde Ranch Lighting and Landscape Maintenance District, as indicated in the updated map, and is now incorporated into the Bonde Ranch Open Space.

**SECTION 4.** The assessments are in compliance with the provisions of the Act and Article XIII D of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII D of the California Constitution.

**SECTION 5.** Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report as a whole and each part thereof, to wit:

i. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses;

ii. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the District; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the incidental expenses are finally approved and confirmed.

**SECTION 6.** Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Report as determined and ordered, is intended to and shall refer and apply to the Report, or any portion as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, duly adopted or made by this Council.

**SECTION 7.** The assessment is hereby levied to pay the costs and expenses of the maintenance of the improvements for fiscal year 2026/27.

**SECTION 8.** Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, the City Council expressly finds and determines that: (a) each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; and (b) there is substantial evidence to support the finding and determination as to special benefits.

**SECTION 9.** Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the County Auditor. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

**SECTION 10.** The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Lighting & Landscape Maintenance District No. 1993-2 Bonde Ranch.

**SECTION 11.** The moneys representing assessments collected by Alameda County shall be deposited in the City Treasury to the credit of the special fund known as the "Lighting & Landscape Maintenance District No. 1993-2 Bonde Ranch" previously established. Moneys in the fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

**SECTION 12.** The adoption of this resolution constitutes the continuation of assessments for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

**SECTION 13.** This resolution shall be operative only if the property owner ballot proceeding for the corresponding new Bonde Ranch Landscape Maintenance Assessment District 2026-2 is not approved. If the ballot proceeding results are approved, this resolution shall not take effect, and the assessment for the District shall instead be governed by the resolution adopted for the new District. This resolution shall take effect immediately upon its adoption. 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 July 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 July 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Daniel Sodergren, City Attorney

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1994-1 OAK TREE FARM FOR FISCAL YEAR 2026/27**

**WHEREAS**, on June 2, 2026, the City Council adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON DECLARING THE INTENTION TO ORDER IMPROVEMENTS FOR THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1994-1 OAK TREE FARM FOR FISCAL YEAR 2026/27; DECLARING THE INTENTION TO CONTINUE THE LEVY AND COLLECTION ASSESSMENTS; AND SETTING THE DATE FOR THE PUBLIC HEARING," whereby the City Council proposed the continuation of the Lighting & Landscape Maintenance District No. 1994-1 Oak Tree Farm (the "District") pursuant to the Landscaping and Lighting Act of 1972, constituting Part 2 of Division 15 of the California Streets and Highways Code (the "Act"); and

**WHEREAS**, the City Council designated the Engineer of Work for purposes of these proceedings (the "Engineer of Work") and directed the Engineer of Work to prepare an Engineer's Report (the "Report") in accordance with the Act and Article XIIID of the California Constitution; and

**WHEREAS**, the Report was duly made and filed with the City Clerk, and considered by this Council and found to be sufficient, then it was determined that the Report should stand as the Engineer's Report for all subsequent proceedings pursuant to that resolution, and that July 21, 2026, at the hour of 7:00 p.m. at the City Council Chambers, located at 200 Old Bernal Avenue, Pleasanton, California, was appointed as the time and place for a hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

**WHEREAS**, at the appointed time and place the hearing was held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters pertaining to the continuation of the levy were heard and considered by this Council, and all oral and written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

**SECTION 1.** The public interest, convenience and necessity require that the continuation of the levy be made.

**SECTION 2.** The land within the District will be specially benefited by the improvements and assessed to pay the costs and expenses of the improvements, and the exterior boundaries of the District, are as shown by a map in the Report filed in the office of the City Clerk, which map is made a part of this resolution by reference.

**SECTION 3.** The improvements to be made in the District are generally described as follows:

The maintenance and repair of designated landscaped areas, open space slopes, fuel transition zones (fire breaks), entry features, open space drainage ditches, irrigation systems, trees in the open space and designated landscaped areas, and the furnishing of water and power for irrigation systems, together with all appurtenant and incidental expenses within Tract 6563, and 6748, and parcels B and C of Parcel Map 6359, City of Pleasanton.

**SECTION 4.** The assessments are in compliance with the provisions of the Act and Article XIII D of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII D of the California Constitution.

**SECTION 5.** Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report as a whole and each part thereof, to wit:

i. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses;

ii. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the District; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the incidental expenses are finally approved and confirmed.

**SECTION 6.** Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Report as determined and ordered, is intended to and shall refer and apply to the Report, or any portion as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, duly adopted or made by this Council.

**SECTION 7.** The assessment is hereby levied to pay the costs and expenses of the maintenance of the improvements for fiscal year 2026/27.

**SECTION 8.** Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, the City Council expressly finds and determines that: (a) each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; and (b) there is substantial evidence to support the finding and determination as to special benefits.

**SECTION 9.** Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file a certified copy of the diagram

and assessment and a certified copy of this resolution with the County Auditor. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

**SECTION 10.** The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Lighting & Landscape Maintenance District No. 1994-1 Oak Tree Farm.

**SECTION 11.** The moneys representing assessments collected by Alameda County shall be deposited in the City Treasury to the credit of the special fund known as the "Lighting & Landscape Maintenance District No. 1994-1 Oak Tree Farm" previously established. Moneys in the fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

**SECTION 12.** The adoption of this resolution constitutes the continuation of assessments for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

**SECTION 13.** This resolution shall take effect immediately upon its adoption. 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 July 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 July 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Daniel Sodergren, City Attorney

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1995-1 MOLLER RANCH FOR FISCAL YEAR 2026/27**

**WHEREAS**, on June 2, 2026, the City Council adopted a resolution entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON DECLARING THE INTENTION TO ORDER IMPROVEMENTS FOR THE LIGHTING & LANDSCAPE MAINTENANCE DISTRICT NO. 1995-1 MOLLER RANCH FOR FISCAL YEAR 2026/27; DECLARING THE INTENTION TO CONTINUE THE LEVY AND COLLECTION ASSESSMENTS; AND SETTING THE DATE FOR THE PUBLIC HEARING," whereby the City Council proposed the continuation of the Lighting & Landscape Maintenance District No. 1995-1 Moller Ranch (the "District") pursuant to the Landscaping and Lighting Act of 1972, constituting Part 2 of Division 15 of the California Streets and Highways Code (the "Act"); and

**WHEREAS**, the City Council designated the Engineer of Work for purposes of these proceedings (the "Engineer of Work") and directed the Engineer of Work to prepare an Engineer's Report (the "Report") in accordance with the Act and Article XIIID of the California Constitution; and

**WHEREAS**, the Report was duly made and filed with the City Clerk, and considered by this Council and found to be sufficient, then it was determined that the Report should stand as the Engineer's Report for all subsequent proceedings pursuant to that resolution, and that July 21, 2026, at the hour of 7:00 p.m. at the City Council Chambers, located at 200 Old Bernal Avenue, Pleasanton, California, was appointed as the time and place for a hearing by this Council on the question of the levy of the proposed assessment, notice of which hearing was given as required by law; and

**WHEREAS**, at the appointed time and place the hearing was held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters pertaining to the continuation of the levy were heard and considered by this Council, and all oral and written protests or communications were duly heard, considered and overruled, and this Council thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof.

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

**SECTION 1.** The public interest, convenience and necessity require that the continuation of the levy be made.

**SECTION 2.** The land within the District will be specially benefited by the improvements and assessed to pay the costs and expenses of the improvements, and the exterior boundaries of the District, are as shown by a map in the Report filed in the office of the City Clerk, which map is made a part of this resolution by reference.

**SECTION 3.** The improvements to be made in the District are generally described as follows:

The maintenance and repair of designated landscaped areas, open space slopes, fuel transition zones (fire breaks), entry features, open space drainage ditches, irrigation systems, trees in the open space and designated landscaped areas, and the furnishing of water and power for irrigation systems, together with all appurtenant and incidental expenses within Tract 6618, City of Pleasanton.

**SECTION 4.** The assessments are in compliance with the provisions of the Act and Article XIII D of the California Constitution, and the City Council has complied with all laws pertaining to the levy of annual assessments pursuant to the Act and Article XIII D of the California Constitution.

**SECTION 5.** Reference is hereby made to the Report for a full and detailed description of the improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report as a whole and each part thereof, to wit:

i. the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses;

ii. the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the District; and

iii. the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the incidental expenses are finally approved and confirmed.

**SECTION 6.** Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Report as determined and ordered, is intended to and shall refer and apply to the Report, or any portion as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, duly adopted or made by this Council.

**SECTION 7.** The assessment is hereby levied to pay the costs and expenses of the maintenance of the improvements for fiscal year 2026/27.

**SECTION 8.** Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, the City Council expressly finds and determines that: (a) each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively; and (b) there is substantial evidence to support the finding and determination as to special benefits.

**SECTION 9.** Immediately upon the adoption of this resolution, but in no event later than August 10 following such adoption, the Engineer of Work shall file a certified copy of the diagram

and assessment and a certified copy of this resolution with the County Auditor. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment.

**SECTION 10.** The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Lighting & Landscape Maintenance District No. 1995-1 Moller Ranch.

**SECTION 11.** The moneys representing assessments collected by Alameda County shall be deposited in the City Treasury to the credit of the special fund known as the "Lighting & Landscape Maintenance District No. 1995-1 Moller Ranch" previously established. Moneys in the fund shall be expended only for the maintenance, servicing, construction or installation of the improvements.

**SECTION 12.** The adoption of this resolution constitutes the continuation of assessments for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

**SECTION 13.** This resolution shall take effect immediately upon its adoption. 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 July 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 July 2026 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Jocelyn Kwong, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Daniel Sodergren, City Attorney