LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, OCTOBER 28, 2024

REGULAR MEETING – 7:00 PM

CLOSED SESSION 6:45 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION

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

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

1.1 Conference with Legal Counsel - Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated. (One Case)

Bun v. City of Livermore, United States District Court Case No. 17-CV-06418-EMC, Ninth Circuit Court of Appeals Case No. 22-16229.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Confirm Advisory Body appointments to the Airport Commission, Beautification Committee, and the Commission for the Arts, and direct the City Clerk to administer the oath of office.

Recommendation:
The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Airport Commission, Beautification Committee, and the Commission for the Arts, and direct the City Clerk to administer the oath of office.

Staff Report

3.2 Livermore Human Services Commission Annual Update presented by Tracy Nakamura, Chair, Livermore Human Services Commission.

Recommendation:
Staff recommends the City Council accept the Livermore Human Services Commission annual update.

Staff Report

3.3 Presentation of the 2024 Helen Putnam Award for Excellence in Intergovernmental Collaboration, presented by the League of California Cities East Bay Division Representative Sam Caygill.

Recommendation:
Staff recommends the City Council receive a presentation of the 2024 Helen Putnam Award for Excellence for the collaboration between Horizons Family Counseling and the Livermore Valley Joint Unified School District from the League of California Cities.

Staff Report

3.4 Presentation of the 2024 Beacon Spotlight Award for Sustainability Best Practices, presented by the League of California Cities East Bay Division Representative Sam Caygill.

Recommendation:
Staff recommends the City Council receive a presentation of the 2024 Beacon Spotlight Award for Sustainability Best Practices from the Institute for Local Government for the City of Livermore's actions to address climate change, promote energy innovation, and create a more sustainable community.

Staff Report

3.5 Proclamation honoring Tri-Valley Haven during Domestic Violence Awareness Month, presented to Christine Dillman, Executive Director, and to Andleeb Ali, Shelter Manager.

Recommendation:
Staff recommends City Council present a proclamation honoring Tri-Valley Haven.

Staff Report
Attachments:
1. Proclamation

4. OPEN FORUM

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

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker

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

5.1 Approval of draft minutes - October 14, 2024 Regular Meeting

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

Staff Report
Attachments:
1. DRAFT 2024-10-14

5.2 Adopt an ordinance amending Livermore Development Code Section 11.01.020 definition of "Public and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

Recommendation:
Staff recommends the City Council **adopt an ordinance** approving Development Code Amendment (DCA) 24-003 to amend Livermore Development Code Section 11.01.020 to modify the definition of "Public and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

Staff Report
Attachments:
1. Ordinance
2. Exhibit A - PC Reso 29-24
3. Exhibit B - Proposed Public and Quasi-Public Definition

5.3 Adopt an ordinance amending Section 2.04.030 *Compensation Limits for the Mayor and City Council Members* of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

Recommendation:
Staff recommends City Council **adopt an ordinance** amending Section 2.04.030 *Compensation Limits for the Mayor and City Council Members* of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

Staff Report
Attachments:
1. Ordinance

5.4 Resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,725,000, committing necessary matching funds of

$575,000, and stating assurances to complete the project for the Arroyo Road Trail Project 2019-55.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,725,000, committing necessary matching funds of $575,000, and stating assurances to complete the project for the Arroyo Road Trail Project 2019-55.

Staff Report
Attachments:
1. Project Location
2. Resolution

5.5 Resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,650,000, committing necessary matching funds of $550,000, and stating assurances to complete the project for the 2022 ATP Bike Lane Improvements Project 2021-14.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,650,000, committing necessary matching funds of $550,000, and stating assurances to complete the project for the 2022 ATP Bike Lane Improvements Project 2021-14.

Staff Report
Attachments:
1. Project Location
2. Resolution

5.6 Resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $825,000, committing necessary matching funds of $275,000, and stating assurances to complete the project for the Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $825,000, committing necessary matching funds of $275,000, and stating assurances to complete the project for the Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33.

Staff Report
Attachments:
1. Project Location
2. Resolution

5.7 Annual update of Affordable For-Sale Prices, Rental Rates, and Maximum Income Limits for

the City's Affordable Housing Programs

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Establishing new maximum income limits for extremely low-, very low-, low-, median- and moderate-income households which shall apply to the City's first-time homebuyer and affordable rental programs; and,
2. Establishing maximum for-sale housing prices for the Affordable Homeownership Program which will be effective for homes sold through the program beginning January 1, 2025, and establishing updated annual rent limits for City-restricted affordable units effective immediately upon adoption by City Council.

Staff Report
Attachments:
1. 2024 Affordable Sales Prices and Rents
2. Resolution
3. Exhibit A - Sales Prices and Rental Limits 2025

5.8 Resolution authorizing a supplemental appropriation of unspent carry-forward budget totaling $283,846 from the Community Development Block Grant Fund, for the Emergency Shelter Rebuild Project.

Recommendation:
Staff recommends City Council adopt a resolution authorizing a supplemental appropriation of unspent carry-forward budget totaling $283,846 from the Community Development Block Grant Fund to the FY 2024-25 budget for the Emergency Shelter Rebuild Project.

Staff Report
Attachments:
1. Resolution

5.9 Resolution approving allocation of the Tourism and Special Event Grant monies for July 1, 2024-June 30, 2025, and authorizing the execution of grant agreements consistent with the City's Tourism and Special Events Grant Program.

Recommendation:
Staff recommends City Council adopt a resolution approving allocation of Tourism and Special Event Grant monies for July 1, 2024-June 30, 2025, and authorizing the City Manager to execute the Grant Agreements with the Altamont Cruisers, Livermore Filipino American Organization, Livermore Valley Performing Arts Center dba Livermore Valley Arts, Livermore Valley Opera, Livermore Valley Winegrowers Association dba Livermore Valley Wine Community, and Rotary Club of Livermore, in the not-to-exceed amount of $2,000 each.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Grant Agreement Altamont Cruisers
3. Exhibit B - Grant Agreement with Livermore Filipino American Organization

4. Exhibit C - Grant Agreement with Livermore Valley Performing Arts Center
5. Exhibit D - Grant Agreement Livermore Valley Opera
6. Exhibit E - Grant Agreement with Livermore Valley Wine Growers Association
7. Exhibit F - Grant Agreement with Rotary Club of Livermore

5.10 Resolution accepting the Livermore Downtown Inc. 2023-2024 Annual Report

Recommendation:
Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. 2023-2024 Annual Report.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Livermore Downtown 2023-2024 Annual Report

5.11 Resolution accepting the Livermore Valley Wine Heritage District 2023-2024 Annual Report.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the Livermore Valley Wine Heritage District 2023-2024 Annual Report.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Livermore Valley Wine Heritage District 2023-2024 Annual Report

5.12 Resolution accepting the FY 2023-24 Year-end Budget Report, carrying over previously appropriated but unspent funds, and allocating excess General Fund resources to City's asset replacement and repair including public safety facilities, Livermore-Pleasanton Fire Department (LPFD) equipment replacement, and general liability and workers compensation funds.

Recommendation:
Staff recommends City Council adopt a resolution accepting the FY 2023-24 Year-end Budget Report, carrying over previously appropriated but unspent funds, and allocating excess General Fund resources to City's asset replacement and repair including public safety facilities, Livermore-Pleasanton Fire Department (LPFD) equipment replacement, and general liability and workers compensation funds.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - FY 2023-24 Year-end Budget report

5.13 Resolution amending the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding the Police Chief), the City Attorney, and City Manager effective November 18, 2024, and retitling the current Systems Administrator (Job Class 2210) to Network Engineer.

Recommendation:
Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan to reflect salary increases in accordance with California Code of regulations, Title 2, Section 570.5 for Executive Management (excluding the Police Chief), the City Attorney, and the City Manager, and retitling the current Systems Administrator (Job Class 2210) to Network Engineer.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan effective November 2024

6. PUBLIC HEARINGS

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

6.1 Hearing to consider the Housing and Human Services needs and Housing and Human Services Grant Priorities for Fiscal Years 2025-27.

Recommendation:
The Human Services Commission and staff recommend the City Council adopt a resolution approving the Housing and Human Services Grant Priorities for Fiscal Years 2025-27.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - City of Livermore Housing and Human Services Grant Priorities FY 2025-27

7. MATTERS FOR CONSIDERATION

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

7.1 Resolution accepting the Altamont Landfill Open Space Committee's recommendation to expend funds from the Open Space Account for a grant in the amount of $56,000 to allow the Alameda County Resources Conservation District and the California Rangeland Trust to conduct an outreach program to educate Alameda County ranchers about permanent conservation easements. The grant also includes monies to establish a revolving fund to help landowners cover up-front appraisal costs.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Determining that the Open Space Committee’s recommended expenditure of Open Space Account funds, and their expenditure for the funding of the outreach program and revolving fund for appraisal costs, is not a project under the California Environmental Quality Control Act (CEQA);

2. Finding the Open Space Committee's recommendation for the expenditure of $56,000 from the Open Space Account to fund the grant request by the Alameda County Resources Conservation District and California Rangeland Trust to conduct outreach and establish a revolving fund for appraisal costs, is consistent with the Livermore General Plan;
3. Determining that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities;
4. Accepting the Altamont Landfill Open Space Committee's proposed expenditure of $56,000 from the Altamont Landfill Settlement Agreement Open Space Account; and
5. Directing staff to place future Altamont Landfill Open Space Committee funding concurrences on the consent calendar, consistent with the Alameda County Board of Supervisor's practice.

Staff Report
Attachments:
1. Grant Request Proposal
2. Agreement
3. Resolution

7.2 Resolution approving an amendment to the City Manager's employment contract.

Recommendation:
The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amendment to the City Manager's employment contract.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - City Manager Amendment to Employment Contract

7.3 Resolution approving an amendment to the City Attorney's employment contract.

Recommendation:
The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amendment to the City Attorney's employment contract.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - City Attorney Amendment to Employment Contract

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, November 25, 2024, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

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

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Confirm Advisory Body appointments to the Airport Commission, Beautification Committee, and the Commission for the Arts, and direct the City Clerk to administer the oath of office.

RECOMMENDED ACTION

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Airport Commission, Beautification Committee, and the Commission for the Arts, and direct the City Clerk to administer the oath of office.

SUMMARY

On September 30, 2024, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Airport Commission, Beautification Committee, and the Commission for the Arts and have submitted their recommendation for City Council consideration and appointment.

DISCUSSION

On September 30, 2024, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Airport Commission, Beautification Committee, and the Commission for the Arts, and recommends confirmation of the following appointments:

Airport Commission 3 Vacancies (One Pilot)
Reappointment to regular terms ending November 1, 2028.

- Christopher Dombrowski (Pilot)
- Jon Lavine
- Victoria Schellenberger

Beautification Committee 1 Vacancy
Appointment to an unexpired term ending June 1, 2025, and a regular term ending June 1, 2029.

- John Stein

Commission for the Arts 5 Vacancies
Reappointment to regular terms ending January 1, 2029

- Laurence Milder
- Natalia Custodio
- Thomasin Dewhurst

Appointment to regular terms ending January 1, 2029

- Cynthia Mccahon
- Tracy Sahn

Upon the City Council's confirmation of the appointments by motion, the City Clerk will administer the oath of office to new appointees.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impacts result from confirmation of these appointments.

COMMUNITY PILLAR

5: A City That Works

GOAL

2: Engage effectively with the City's advisory bodies

ATTACHMENTS

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Livermore Human Services Commission Annual Update presented by Tracy Nakamura, Chair, Livermore Human Services Commission.

RECOMMENDED ACTION

Staff recommends the City Council accept the Livermore Human Services Commission annual update.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Josh Thurman
Human Services Program Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.3**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Presentation of the 2024 Helen Putnam Award for Excellence in Intergovernmental Collaboration, presented by the League of California Cities East Bay Division Representative Sam Caygill.

RECOMMENDED ACTION

Staff recommends the City Council receive a presentation of the 2024 Helen Putnam Award for Excellence for the collaboration between Horizons Family Counseling and the Livermore Valley Joint Unified School District from the League of California Cities.

SUMMARY

The City of Livermore's Horizons Family Counseling, in collaboration with the Livermore Valley Joint Unified School District, offers comprehensive mental health support services tailored to local youth and families. Operating within school sites, the program provides counseling, workshops, and support groups, addressing the increased demand exacerbated by the COVID-19 pandemic. Through funding from various sources and innovative partnerships, the city and school district are co-leading the way in promoting holistic youth well-being and resilience. The program was recognized by the League of California Cities and awarded the Helen Putnam Award of Excellence in Intergovernmental Collaboration at their 2024 Annual Conference and Expo held from October 16 to 18 in Long Beach, California.

DISCUSSION

The City of Livermore’s Horizons Family Counseling, in collaboration with the Livermore Valley Joint Unified School District, offers crucial mental health services to local youth and families, addressing the rising demand for support. Embedded within school campuses, Horizons provides counseling, workshops, and crisis intervention, ensuring students have easy access to assistance. Horizons serves hundreds of students every year across the high school, middle school, and elementary school levels. The program’s partnership with school staff and law enforcement has led to positive outcomes, fostering resilience among youth and reducing the stigma around mental health. Livermore's proactive approach serves as a model for other cities addressing similar challenges.

As such, the program is the recipient of the 2024 Helen Putnam Award for Excellence in Intergovernmental Collaboration. This awards program was established in 1982 and recognizes outstanding cities. The category of Intergovernmental Collaboration awards programs that demonstrate innovative but replicable examples of collaboration among cities, counties, schools and/or special districts in service to children and families.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no costs associated with receiving the award.

COMMUNITY PILLAR

5: A City that Works

GOAL

4: Promote Livermore throughout the state and nation

ATTACHMENTS

Prepared by: Stephanie Egidio
Assistant to the City Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.4**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Presentation of the 2024 Beacon Spotlight Award for Sustainability Best Practices, presented by the League of California Cities East Bay Division Representative Sam Caygill.

RECOMMENDED ACTION

Staff recommends the City Council receive a presentation of the 2024 Beacon Spotlight Award for Sustainability Best Practices from the Institute for Local Government for the City of Livermore's actions to address climate change, promote energy innovation, and create a more sustainable community.

SUMMARY

The Institute for Local Government (ILG) Beacon Program recognizes voluntary action by local governments to address climate change, promote energy innovation, and create more sustainable communities. The City of Livermore has a history of environmental stewardship and has taken significant steps to reduce greenhouse gas emissions, save energy, and implement best practices in sustainability. Several recent notable initiatives drove Livermore’s recognition for a 2024 Beacon Spotlight Award for Sustainability Best Practices at the Platinum Level. This award was presented at the League of California Cities 2024 Annual Conference and Expo held from October 16 to 18 in Long Beach, California.

DISCUSSION

The Institute for Local Government (ILG) Beacon Spotlight Award recognizes sustainability actions that go above and beyond state mandates. The program highlights creative and local solutions for addressing climate sustainability in ten areas, such as energy efficiency and conservation, green building, and waste reduction.

The City of Livermore has a history of environmental stewardship and has taken significant steps to reduce greenhouse gas emissions, save energy, and implement best practices in sustainability. The City received the Silver Level and Gold Level awards from this program in 2013 and 2017, respectively. Recent initiatives including updating the Climate Action Plan, creating a full-time sustainability staff position, and establishing new programs for all-electric buildings and EV charging, drove the City’s

recognition for a 2024 Beacon Spotlight Award for Sustainability Best Practices to the Platinum Level.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no costs associated with receiving the award.

COMMUNITY PILLAR

5: Environmental Stewardship

GOAL

4: Climate Action Implementation

ATTACHMENTS

Prepared by: Tricia Pontau
Sustainability Program Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.5**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Proclamation honoring Tri-Valley Haven during Domestic Violence Awareness Month, presented to Christine Dillman, Executive Director, and to Andleeb Ali, Shelter Manager.

RECOMMENDED ACTION

Staff recommends City Council present a proclamation honoring Tri-Valley Haven.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Stephanie Egidio
Assistant to the City Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Recognizing

TRI-VALLEY HAVEN

October 28, 2024

WHEREAS, *domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States. In October 1987, the first Domestic Violence Awareness Month was observed to connect advocates for battered women from across the nation who are working to end violence against women and their children; and*

WHEREAS, *although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done. Policymakers and communities must work together to support survivor-centered solutions and provide education, awareness and understanding of domestic violence and its causes; and*

WHEREAS, *domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities while amplifying prevention programs and community-based strategies to create healthy environments and decrease the likelihood of domestic violence from occurring in the first place; and*

WHEREAS, *Tri-Valley Haven in Livermore shelters women and children who are victims of violence and in need of a safe, confidential location providing immediate safety, respite, and supportive services including financial assistance. Tri-Valley Haven also advocates for change, focuses on prevention programs and provides counseling services to empower individuals to regain their sense of self, pride and accomplishment; and*

NOW, THEREFORE, *the City Council of the City of Livermore, honors Tri-Valley Haven for its efforts to create a more peaceful society; one person, one family and one community at a time, to build a world without violence.*

Mayor John Marchand

Vice Mayor Robert W. Carling

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Brittni Kiick

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

LIVERMORE
CALIFORNIA

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

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - October 14, 2024 Regular Meeting

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2024-10-14

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL
OCTOBER 14, 2024

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 5:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Robert W. Carling, and Council Members, Evan Branning and, Brittni Kiick.

Absent: Council Member Barrientos

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL REGARDING CLOSED SESSION ITEMS.

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

1.1 Public Employee Performance Evaluation. Annual evaluation of City Attorney, pursuant to Government Code section 54957.

1.2 Public Employee Performance Evaluation. Annual evaluation of City Manager, pursuant to Government Code section 54957.

1.3 Conference with Labor Negotiators. To meet with Mayor Marchand and Vice-Mayor Carling the City's negotiators, pursuant to Government Code section 54957.6 regarding negotiations for salary and compensation for Unrepresented Employee – City Attorney.

1.4 Conference with Labor Negotiators. To meet with Mayor Marchand and Vice-Mayor Carling, the City's negotiators, pursuant to Government Code section 54957.6 regarding negotiations for salary and compensation for Unrepresented Employee– City Manager.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Robert W. Carling, and Council Members, Evan Branning and, Brittni Kiick.

Absent: Council Member Barrientos

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mayor Marchand said there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring Proclamation declaring October 2024 as Bullying Prevention Month, presented to Dr. Torie Gibson, Superintendent of Schools, Livermore Valley Joint Unified School District.

Mayor Marchand presented the proclamation to Dr. Torie Gibson, Superintendent of Schools, Livermore Valley Joint Unified School District declaring October 2024 as Bullying Prevention Month.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Donna Cabanne provided a comment.

Greg Scott provided a comment.

Trish Munro provided a comment.

Lisa Tromovitch provided a comment.

Ruby Lopez-Villareal provided a comment.

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

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 5.6 **Greg Scott** provided a comment.

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

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

5.1 Approval of draft minutes for September 23, 2024.

5.2 Adoption of Ordinance 2165 combining and amending Municipal Code Chapter 3.40 Claims Administration and Chapter 3.42 Claims and Demands Against the City for the processing of claims against the City for money and damages, and delegating settlement authorities.

5.3 Resolution 2024-173 authorizing second amendment to the agreement with ARC Engineering Consultants, Inc. for on-call engineering services, increasing the not-to-exceed agreement amount from $200,000 to $300,000 with a term ending December 30, 2025, to continue to provide engineering services for various as needed capital improvement projects, including Collier Canyon Creek Project 2017-27, Bridge Rehabilitation Project 2022-19, and Vasco Road/I-580 Interchange Project 1993-52.

5.4 Resolution 2024-174 finding the Livermore Active Transportation Plan - 2024 Interim Update is exempt from the provisions of the California Environmental Quality Act and approving the Livermore Active Transportation Plan – 2024 Interim Update.

5.5 Resolution 2024-175 approving an exception to the Livermore Municipal Code bidding requirements and authorizing sole sourcing of specific brands of equipment and instruments for the construction of the Flagpole Plaza Project 2022-25.

5.6 Resolution 2024-176 authorizing the execution of a Standard Agreement with the State of California for $280,769 in Family Homelessness Challenge Grant Program funds and authorizing the execution of grant agreements with subgrantees to appropriate these funds.

6. PUBLIC HEARINGS

6.1 Hearing to introduce an ordinance and waive the first reading amending Livermore Development Code Section 11.01.020 definition of "Public and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

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

1. Adopt a resolution finding the project is exempt under the California Environmental Quality Act, CEQA Guidelines Section 15061(b)(3) that the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment; and
2. Introduce an ordinance and waive the first reading, approving Development Code Amendment (DCA) 24-003 to amend Livermore Development Code Section 11.01.020 to modify the definition of "Public

and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

Special Projects Coordinator Steve Stewart presented the staff report.

Mayor Marchand opened the public hearing.

Greg Scott provided a comment.

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

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

Resolution 2024-177 finding the project is exempt under the California Environmental Quality Act, CEQA Guidelines Section 15061(b)(3) that the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment

Ordinance introduced approving Development Code Amendment (DCA) 24-003 to amend Livermore Development Code Section 11.01.020 to modify the definition of "Public and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

7. MATTERS FOR CONSIDERATION

7.1 Discussion and direction regarding City Council Compensation.

Recommendation: Staff recommended the City Council introduce an ordinance and waive the first reading amending Section 2.04.030 *Compensation Limits for the Mayor and City Council Members* of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

City Clerk Debbie Elam presented the staff report.

Mayor Marchand opened the public comment period.

Trish Munro provided a comment.

Lisa Tromovitch provided a comment.

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

ON THE MOTION OF VICE MAYOR CARLING, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL INTRODUCED THE FOLLOWING ORDINANCE:

Ordinance introduced amending Section 2.04.030 *Compensation Limits for the Mayor and City Council Members* of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

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

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

Junction Avenue TK-8 School Council Member Kiick noted that she gave presentations on local government budgeting on Monday, September 30, 2024, and Wednesday, October 9, 2024.

Livermore Valley Craft Beer Foundation Vice Mayor Carling noted his attendance at the Bikes and Brews Festival on October 12, 2024.

Goodness Village Vice Mayor Carling noted his attendance at the Spaghetti Fundraiser on October 13, 2024.

9. ADJOURNMENT – at 8:11 pm to a Special City Council Meeting, Monday, October 21, 2024, and a Regular City Council Meeting on Monday, October 28, 2024 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Adopt an ordinance amending Livermore Development Code Section 11.01.020 definition of “Public and quasi-public” use to include emergency shelters and supportive housing associated with another public or quasi-public use.

RECOMMENDED ACTION

Staff recommends the City Council **adopt an ordinance** approving Development Code Amendment (DCA) 24-003 to amend Livermore Development Code Section 11.01.020 to modify the definition of “Public and quasi-public” use to include emergency shelters and supportive housing associated with another public or quasi-public use.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance
2. Exhibit A - PC Reso 29-24
3. Exhibit B - Proposed Public and Quasi-Public Definition

Prepared by: Steve Stewart
Special Projects Coordinator

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING LIVERMORE DEVELOPMENT CODE SECTION 11.01.020 DEFINITION OF PUBLIC AND QUASI-PUBLIC USE TO INCLUDE EMERGENCY SHELTERS AND SUPPORTIVE HOUSING ASSOCIATED WITH ANOTHER PUBLIC OR QUASI-PUBLIC USE

On August 29, 2024, the City of Livermore initiated a Development Code Amendment to modify the definition of "Public and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

On September 17, 2024, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

On October 14, 2024, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony.

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

Section 1. *Findings*. The City Council has considered the findings made in Planning Commission Resolution No. 29-24, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein, and based upon the City Council's own independent review of the Record Evidence and considerations, it adopts this Ordinance.

Section 2. *Public Hearing*. Prior to taking action on the Project, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony; and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

Section 2. *Environmental*. The City Council has adopted Resolution No. [ ] finding Development Code Amendment 24-003 to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (common sense exemption) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 3. *Ordinance*. Section 11.01.020 of the Livermore Development Code is hereby amended to read as set forth below. The added language is shown with an

underline, but the underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

> Public and quasi-public. Includes public, semi-public, and private elementary schools, high schools, civic buildings, community buildings and uses, and public utility uses including substations, governmental buildings, churches, museums, art galleries, fire houses, post offices, police stations, reservoirs, libraries, parks, essential services, hospitals and similar uses, any of which may have additional requirements to use set forth herein. Emergency shelters and supportive housing associated with one of the above public or quasi-public uses are included in this definition.

Section 4. *Consistency.* The ordinance is consistent with the Livermore General Plan, any applicable specific plan, and the Livermore Development Code.

Section 5. *Publication and Effective Date*. This ordinance or a comprehensive summary thereof shall be published once in a newspaper of general circulation of the City of Livermore within 15 days after its adoption and shall take effect and be in force 30 days from and after its adoption.

Section 6. *Filing.* Planning Manager is directed to file a Notice of Exemption with the Alameda County Clerk.

Section 7. *Documents.* The documents that constitute the record of proceedings upon which this decision is based on can be found in the City Clerk's Office, 1052 S. Livermore Avenue, Livermore, California.

Section 8. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 14, 2024, by the following vote:

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

The ordinance was adopted at the regular meeting of the City Council held on _____ by the following vote:

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

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Katherine Mirassou*_____
Katherine Mirassou
Deputy City Attorney

Exhibit A – Planning Commission Resolution No. 29-24
Exhibit B – Development Code Amended Sections 11.01.020

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE DEVELOPMENT CODE AMENDMENT 24-003, WHICH WOULD MODIFY THE DEFINITION OF PUBLIC AND QUASI-PUBLIC USE TO INCLUDE EMERGENCY SHELTERS AND SUPPORTIVE HOUSING ASSOCIATED WITH ANOTHER PUBLIC OR QUASI-PUBLIC USE

On August 29, 2024, the City initiated a Development Code Amendment to modify the definition of "Public and quasi-public" use to include emergency shelters and supportive housing associated with another public or quasi-public use.

On September 17, 2024, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, with respect to Development Code Amendment 24-003, the Planning Commission finds based upon the information presented that:

1. The proposed amendment is consistent with the General Plan and any applicable Specific Plan.

   Findings: The changes to the Development Code are consistent with the intent of the City of Livermore General Plan Housing Element, which is to establish specific goals, policies, and objectives relative to the provision of housing for all income levels. The Livermore General Plan states that public and quasi-public uses are typically valued as important to community identity and function and that they are conditionally allowed in all land use designations. The Development Code Amendment would conditionally allow underrepresented, but needed, housing types—emergency shelters and supportive housing—to operate on a permanent basis in association with a variety of public and quasi-public uses. The amendment is consistent with the General Plan, as follows:

   Consistency with General Plan Housing Element

   The proposed Development Code Amendment is consistent with the following General Plan Housing Element Goal and policy:

   GOAL 1: DIVERSE HOUSING CHOICES

Address the diverse housing needs of all community members and foster economic, social, and racial integration by allowing for a range of housing types, price levels, and densities.

Policy 1.3: Update the Development Code to simplify standards, expand opportunities for a greater variety of housing types, and maintain consistency with State law.

Consistent with the General Plan, the City's numerous Specific Plans conditionally allow public and quasi-public uses and/or rely upon the Development Code definition that would conditionally allow public and quasi-public uses.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

   Findings: The purpose of the amendment is to conditionally allow emergency shelters and supportive housing, and further remove potential barriers to providing housing and services for all income levels. The proposed amendment will to beneficial to the public interest, health, safety, convenience, and welfare of the City by enabling a variety of housing opportunities. Such opportunities would also be further analyzed for compatibility with neighboring land uses through the Conditional Use Permit process.

3. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

   Findings: The proposed amendment to the Development Code does not conflict with any other standards in the Development Code. The amendment includes changes to Section 11.01.020 to modify the definition of "Public and quasi-public" uses. Other related sections of the Development Code have been reviewed and additional amendments are not needed to maintain internal consistency.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution finding the project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission recommends that the City Council approve Development Code Amendment 24-003, attached as Exhibit A.

BE IT FURTHER RESOLVED, the Planning Commission of the City of Livermore recommends that the City Council direct the Planning Manager to file a Notice of Exemption with the Alameda County Clerk, if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Fintschenko, seconded by Commissioner Dunbar, the foregoing Resolution was adopted at the Planning Commission meeting of September 17, 2024, by the following vote:

AYES: ANDERSON, DUNBAR, FINTSCHENKO, LEARY.
NOES: KRONZAK.
ABSENT: NONE.

Jacob Anderson, Chairperson

Stephen Riley

by Stephen Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Development Code Amendment 24-003

11.01.020 Definitions of Specialized Terms and Phrases

Public and quasi-public. Includes public, semi-public, and private elementary schools, high schools, civic buildings, community buildings and uses, and public utility uses including substations, governmental buildings, churches, museums, art galleries, fire houses, post offices, police stations, reservoirs, libraries, parks, essential services, hospitals and similar uses, any of which may have additional requirements to use set forth herein. Emergency shelters and supportive housing associated with one of the above public or quasi-public uses are included in this definition.

LIVERMORE
CALIFORNIA

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

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Adopt an ordinance amending Section 2.04.030 *Compensation Limits for the Mayor and City Council Members* of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

RECOMMENDED ACTION

Staff recommends City Council **adopt an ordinance** amending Section 2.04.030 *Compensation Limits for the Mayor and City Council Members* of the Livermore Municipal Code to adjust the monthly compensation for the Mayor and City Council Members consistent with Measure W.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 2.04.030 *COMPENSATION LIMITS FOR MAYOR AND COUNCIL MEMBERS* IN THE LIVERMORE MUNICIPAL CODE TO ADJUST THE MONTHLY COMPENSATION FOR THE MAYOR AND COUNCIL MEMBERS CONSISTENT WITH MEASURE W

The California Government Code allows cities to enact ordinances compensating mayors and council members for their service. A mayor is a member of the city council, but an ordinance may also provide additional compensation to a separately elected mayor. The compensation ordinances may be enacted by either the city council or the voters.

On November 4, 2014, Livermore voters approved Measure W and established compensation limits in Livermore that are more restrictive than those set forth in the Government Code based upon Livermore's population. The measure set city council member and mayoral compensation at the amounts in effect at that time. The measure allows the compensation to be increased, but expressly excluded multi-year increases and only authorized a single increase before each new term of office commences. The measure further limited the amount of the increase to the lesser of 5% or the change in CPI.

The monthly compensation for the Mayor and Council Members was last increased in December 2, 2007. The change in CPI since the last term commenced in 2022 is 6.2%. Therefore, consistent with Measure W, compensation cannot be increased by more than 5%.

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

Section 1. *Authority.* This ordinance is adopted pursuant to the City of Livermore's police power authority established in section 7, article XI of the California Constitution, California Government Code sections 36516, 36516.1, 36516.5, and Livermore Municipal Code section 2.04.030 as amended by Measure W (2014).

Section 2. *Purpose.* This ordinance is intended to increase the monthly compensation for the Mayor and Council Members consistent with Measure W, which is more restrictive than the requirements in the California Government Code.

Section 3. *Amendment – Municipal Code.* The Livermore Municipal Code section 2.04.030 *Compensation Limits for Mayor and Council Members* is hereby amended to add the following sentence to the end of the existing language in that section:

> "The compensation for the mayor shall be $1,564.50 per month and the compensation for each council members shall be $1,123.50 per month and shall apply when the terms commence for the mayor and council members elected at the November 5, 2024 General Municipal Election."

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

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

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

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

Section 8. *Compensation Eligibility.* The increased compensation shall not apply to the mayor or council members during their term of office when this ordinance is approved. However, since Livermore council members serve staggered terms and because the General Municipal Election on November 5, 2024, will result in the commencement for new terms of office for mayor and for the council members for District 3 and 4, the new compensation amounts approved by this ordinance shall apply to the mayor and all council members following the swearing in and commencement of the new terms as set forth in Government Code section 36516.5

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 14, 2024, by the following vote:

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

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

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

_____
MAYOR, CITY OF LIVERMORE

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,725,000, committing necessary matching funds of $575,000, and stating assurances to complete the project for the Arroyo Road Trail Project 2019-55.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,725,000, committing necessary matching funds of $575,000, and stating assurances to complete the project for the Arroyo Road Trail Project 2019-55.

SUMMARY

The City of Livermore (City) has been a recipient of various discretionary local funds administered by the Alameda County Transportation Commission (ACTC) via the Comprehensive Investment Plan. ACTC's 2026 Comprehensive Investment Plan funding is available for bicycle and/or pedestrian capital projects which are programmed in the Alameda County 2020 Countywide Transportation Plan (CTP). City Council must also authorize the filing of an application for 2026 Comprehensive Investment Plan funding.

The Arroyo Road Trail Project is identified in the first phase of priority projects in the Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan. This trail is also identified as an important connecting trail segment in the City's South Livermore Valley Specific Plan and will extend the Livermore trail network across unincorporated Alameda County jurisdiction and connect to the existing regional trail within Sycamore Grove Park and will be exclusively used by pedestrians and bicycles.

Staff recommends the City Council authorize the filing of an application for 2026 Comprehensive Investment Plan funding of $1,725,000 for the Arroyo Road Trail Project 2019-55.

DISCUSSION

The Comprehensive Investment Plan is ACTC's near-term strategic planning and programming

document. Fund sources administered by ACTC are programmed through a consolidated process to maximize investments in transportation infrastructure and program operations that are essential for enhancing, developing, and maintaining the county's multi-modal transportation system.

The 2026 Comprehensive Investment Plan includes a call for projects utilizing combined ACTC administered discretionary local funding sources, including Measures B and BB(MB/MBB), Vehicle Registration Fee (VRF), and Transportation Fund for Clean Air (TFCA) for eligible capital projects and programs within Alameda County.

Eligible project categories include:

- Bicycle and/or pedestrian capital projects and programs
- Complete streets capital and road improvement projects
- Transit-related capital projects
- Shuttle and other program operations

Eligible projects and programs must be included in the 2020 Countywide Transportation Plan (CTP) project list (10-Year Priority, 30-Year Projects, or Programmatic Projects) and meet the required minimum local match. In addition, a resolution of local support is required to be submitted with each 2026 CIP application. Available funding will be prioritized towards eligible projects that can demonstrate construction readiness or begin operations within the first two years of the 2026 Comprehensive Investment Plan (FY2025-26 and FY2026-27).

Based on the above requirements, Staff recommends the City Council authorize an application for 2026 Comprehensive Investment Plan funding of $1,725,000 for the Arroyo Road Trail Project 2019-55.

As shown in Attachment 1, the Arroyo Road Trail, Project 2019-55 is an approximately 1.4-mile trail gap closure along Arroyo Road from Wetmore Road to the existing Arroyo Del Valle Regional Trail within Sycamore Grove Park. The project is identified in the first phase of priority projects in Livermore Bicycle, Pedestrian, & Trails Active Transportation Plan. The Livermore Active Transporation Plan is identified in the Countywide Transportation Plan as Project 212.

The project goal is to fill a gap in the Livermore trail network, reduce stress, improve safety, and increase comfort along the Arroyo Road corridor for pedestrians and bicyclists, and provide greater connectivity between Livermore's neighborhoods, regional trail network, and regional open space areas such as Sycamore Grove and Del Valle Regional Parks. The project is currently at the 65% design phase, and construction is tentatively scheduled to begin in summer 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

The Arroyo Road Trail, Project 2019-55 is currently funded in the 2023-2028 Capital Improvement Plan with a total of $2,050,000 in FY 2023-24 and FY 2024-25. Funding is from Park Fees (Fund 337), Measure B-Local Street Road (Fund 678), Measure BB-Local Street & Road (Fund 688), and State Grants (Fund 607). The project is also anticipating $436,280 of Transportation Development Act (TDA) Article 3 grant funding from the Metropolitan Transportation Commission. If awarded, this 2026 Comprehensive Investment Plan funding of $1,725,000 will reduce some of the current local funding for the project. $575,000 of the currently allocated local funding will be provided as matching funds. The project budget will be adjusted in the 2025-2030 Capital Improvement Plan to coincide with the timing of

actual expenditures and the final grant funding. Some of the funding will be moved to FY 2025-26 to coincide with anticipated construction in summer/fall 2025.

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

10: Work to maintain a safe and efficient local transportation network and address safety concerns.

ATTACHMENTS

1. Project Location
2. Resolution

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Arroyo Road Trail

ATTACHMENT 1



2,666.7 0 1,333.33 2,666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 16,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors or omissions.

Notes

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LIVERMORE
AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE LIVERMORE ARROYO ROAD TRAIL PROJECT 2019-55 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, 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 2026 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 23, 2024 which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS;

WHEREAS, City of Livermore ("APPLICANT") is the project sponsor for the Livermore Arroyo Road Trail Project 2019-55 ("PROJECT").

WHEREAS, the PROJECT will implement an approximately 1.4-mile trail gap closure along Arroyo Road from Wetmore Road to the existing Arroyo Del Valle Regional Trail within Sycamore Grove Park; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2026 CIP application ("APPLICATION") to ALAMEDA CTC for $1,725,000.

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 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 City Manager or 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 Council of 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 $575,000, anticipated to be from State Grants, Measure B and Measure BB 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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,650,000, committing necessary matching funds of $550,000, and stating assurances to complete the project for the 2022 ATP Bike Lane Improvements Project 2021-14.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $1,650,000, committing necessary matching funds of $550,000, and stating assurances to complete the project for the 2022 ATP Bike Lane Improvements Project 2021-14.

SUMMARY

The City of Livermore (City) is a recipient of various discretionary local funding administered by the Alameda County Transportation Commission (ACTC) via their Comprehensive Investment Plan. ACTC's 2026 Comprehensive Investment Plan funding is available for bicycle and/or pedestrian capital projects which are programmed in the Alameda County 2020 Countywide Transportation Plan (CTP). City Council must also authorize the filing of an application for 2026 Comprehensive Investment Plan funding.

The 2022 ATP Bike Lane Improvements Project 2021-14 includes adding a buffer to the existing Class 2 bike lane on Concannon Boulevard and installing new Class 2A bike lanes and a new Class 3 bike route/boulevard on Olivina Avenue. These improvements are identified in the first phase of priority projects in Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan. The project will enhance safety for crosstown bicyclists on Concanon Boulevard and expand Livermore downtown access and school access via Olivina Avenue.

Staff recommends the City Council authorize the filing of an application for 2026 Comprehensive Investment Plan funding of $1,650,000 for the 2022 ATP Bike Lane Improvement Project 2021-14.

DISCUSSION

The Comprehensive Investment Plan is ACTC's near-term strategic planning and programming document. Fund sources administered by ACTC are programmed through a consolidated process to maximize investments in transportation infrastructure and program operations that are essential for enhancing, developing, and maintaining the county's multi-modal transportation system.

As ACTC develops the 2026 Comprehensive Investment Plan, they are calling for projects utilizing combined ACTC-administered discretionary local funding sources, including Measures B and BB(MB/MBB), Vehicle Registration Fee (VRF), and Transportation Fund for Clean Air (TFCA) for eligible capital projects and programs within Alameda County.

Eligible project categories include:

- Bicycle and/or pedestrian capital projects and programs
- Complete streets capital and road improvement projects
- Transit-related capital projects
- Shuttle and other program operations

Eligible projects and programs must be included in the 2020 Countywide Transportation Plan (CTP) project list (10-Year Priority, 30-Year Projects, or Programmatic Projects) and meet the required minimum match. In addition, a resolution of local support is required to be submitted with each 2026 Comprehensive Investment Plan application. Available funding will be prioritized towards eligible projects that can demonstrate construction readiness or begin operations within the first two years of the 2026 Comprehensive Investment Plan (FY 2025-26 and FY 2026-27).

Based on the above requirements, Staff recommends the City Council authorize an application for 2026 Comprehensive Investment Plan funding of $1,650,000 for the 2022 ATP Bike Lane Improvements Project 2021-14.

As shown in Attachment 1, the 2022 ATP Bike Lane Improvements Project 2021-14 includes adding a buffer to the existing class 2 bike lane on Concannon Boulevard between Isabel Avenue and San Vicente Drive. The project also includes new bike lanes on Olivina Avenue: class 2A bike lanes between Tanager Road and Murrieta Boulevard and a class 3 bike route/boulevard between Murrieta Boulevard and P Street. The projects are identified in the first phase of priority projects in Livermore Bicycle, Pedestrian, & Trails Active Transportation Plan. The Livermore Active Transportation Plan is identified in the Countywide Transportation Plan as Project 212.

The project goal is to fill a gap in the Livermore bike lane downtown access and school access network, reduce stress, improve safety, and increase comfort for bicyclists accessing downtown, school and crossing the city. The project is anticipated to start design in fall 2025, and construction is tentatively scheduled to begin in summer 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

The 2022 ATP Bike Lane Improvements Project 2021-14 is currently funded in the 2023-2028 Capital Improvement Plan with a total of $1,435,000 in FY 2024-25 and FY 2025-26. Funding is from Measure B-Bike & Pedestrian (Fund 677), Measure BB-Bike & Pedestrian (Fund 687), and Measure BB-Local Street & Road (Fund 688). If awarded, this 2026 Comprehensive Investment Plan funding of $1,650,000 will reduce some of the current local funding for the project. $550,000 of the currently allocated local

funding will be provided as matching funding. The project budget will be adjusted in the 2025-2030 Capital Improvement Plan to coincide with the timing of actual expenditures and any final grant funding. Some of the funding will be moved to FY 2026-27 to coincide with anticipated construction in summer 2026.

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

10: Work to maintain a safe and efficient local transportation network and address safety concerns.

ATTACHMENTS

1. Project Location
2. Resolution

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:

Marianna Marysheva
City Manager

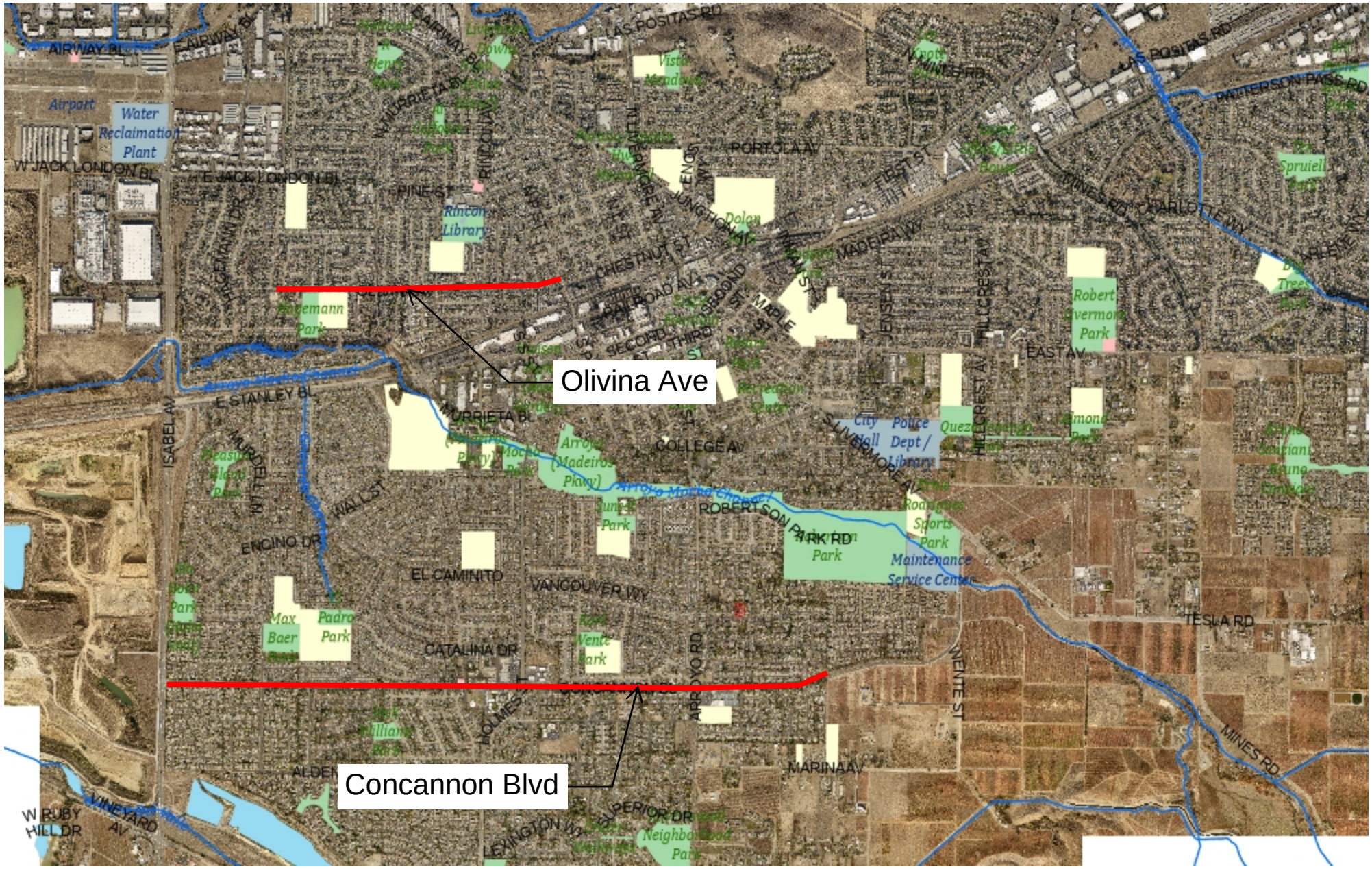
Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

ATP Implementation Projects

ATTACHMENT 1



5,333.3 0 2,666.67 5,333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 32,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors or omissions.

Notes

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LIVERMORE
AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE 2022 ATP BIKE LANE IMPROVEMENT PROJECT 2021-14 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, 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 2026 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 23, 2024 which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS;

WHEREAS, the City of Livermore ("APPLICANT") is the project sponsor for the 2022 ATP Bike Lane Improvement Project ("PROJECT").

WHEREAS, the PROJECT will implement Class 2B separated Bike Lane on Concannon Boulevard and Class 2A Bike Lane and Class 3 Bike Route/Boulevard on Olivina Avenue; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2026 CIP application ("APPLICATION") to ALAMEDA CTC for $1,650,000.

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 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 City Manager or 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 Council of 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 $550,000, anticipated to be from Measure B and Measure BB funding 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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.6**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $825,000, committing necessary matching funds of $275,000, and stating assurances to complete the project for the Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the filing of an application for Alameda County Transportation Commission administered funding of $825,000, committing necessary matching funds of $275,000, and stating assurances to complete the project for the Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33.

SUMMARY

The City of Livermore (City) has been a recipient of various discretionary local funding administered by the Alameda County Transportation Commission (ACTC) via their Comprehensive Investment Plan. The ACTC's 2026 Comprehensive Investment Plan funding is available for bicycle and/or pedestrian capital projects which are programmed in the Alameda County 2020 Countywide Transportation Plan (CTP). To be eligible for funding, City Council must authorize the filing of an application for 2026 Comprehensive Investment Plan funding.

The Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project is identified as a high intensity crossing improvement project in the Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan. The project will enhance trail crossing safety at the intersection, which connects to the existing Iron Horse Trail and Isabel Trail.

Staff recommends the City Council authorize the filing of an application for 2026 Comprehensive Investment Plan funding of $825,000 for the Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33.

DISCUSSION

The Comprehensive Investment Plan is ACTC's near-term strategic planning and programming document. Fund sources administered by ACTC are programmed through a consolidated process to maximize investments in transportation infrastructure and program operations that are essential for enhancing, developing, and maintaining the county's multi-modal transportation system.

As ACTC develops the 2026 Comprehensive Investment Plan, they are calling for projects utilizing combined ACTC-administered discretionary local funding sources, including Measures B and BB (MB/MBB), Vehicle Registration Fee (VRF), and Transportation Fund for Clean Air (TFCA) for eligible capital projects and programs within Alameda County. Eligible project categories include:

- Bicycle and/or pedestrian capital projects and programs
- Complete streets capital and road improvement projects
- Transit-related capital projects
- Shuttle and other program operations

Eligible projects and programs must be included in the 2020 Countywide Transportation Plan (CTP) project list (10-Year Priority, 30-Year Projects, or Programmatic Projects) and meet the required minimum match. In addition, a resolution of local support is required to be submitted with each 2026 Comprehensive Investment Plan application. Available funding will be prioritized towards eligible projects that can demonstrate construction readiness or begin operations within the first two years of the 2026 Comprehensive Investment Plan (FY 2025-26 and FY 2026-27).

Based on the above requirements, Staff recommends the City Council authorize an application for 2026 Comprehensive Investment Plan funding of $825,000 for the Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33.

The Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33 was initiated following a fatality between a crossing bicyclist and a turning truck at this intersection. The project scope includes implementing curb extensions, pavement markings, signage, and pedestrian ramps, and bicycle signals to improve bicycle and pedestrian safety at the intersection. The project is identified as a High Intensity Crossing Improvement project in the Livermore Bicycle, Pedestrian, & Trails Active Transportation Plan. The Livermore Active Transportation Plan is identified in the Countywide Transportation Plan as Project 212. The project location is included in Attachment 1.

The project goal is to enhance crossing safety at the intersection, which connects the existing Iron Horse Trail and Isabel Trail. The project has a currently completed design and is starting the Caltrans encroachment permit process. Construction is tentatively scheduled to begin in summer 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

The Stanley Boulevard at Isabel Ave Connector Ramp Crossing Improvements Project 2021-33 is currently identified in the 2023-2028 Capital Improvement Plan with a total funding of $900,000 in FY 2024-25 and FY 2025-26. Funding is SB1-Gas Tax (Fund 651) and Measure BB-Local Street & Road (Fund 688). If awarded, this 2026 Comprehensive Investment Plan funding of $825,000 will reduce some of the current local funding for the project. $275,000 of the currently allocated local funding will be provided as matching funds. The project budget will be adjusted in the 2025-2030 Capital Improvement Plan to coincide with the timing of actual expenditures and final grant funding. Some of the funding will be moved forward to FY 2025-26 to coincide with anticipated construction in summer 2026.

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

10: Work to maintain a safe and efficient local transportation network and address safety concerns.

ATTACHMENTS

1. Project Location
2. Resolution

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Stanley/Isabel Ramp

ATTACHMENT 1



666.7 0 333.33 666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 4,000

This map is based on City of Livermore GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors or omissions.

Notes

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LIVERMORE
AUTHORIZING THE FILING OF AN APPLICATION FOR ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED FUNDING FOR THE STANLEY BOULEVARD AT ISABEL AVENUE CONNECTOR RAMP CROSSING IMPROVEMENTS PROJECT 2021-33 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, 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 2026 Comprehensive Investment Plan ("CIP") Guidelines at its Commission meeting on May 23, 2024 which includes procedures governing the 2026 CIP application process, programming guidelines, and eligible uses of ALAMEDA CTC ADMINISTERED FUNDS;

WHEREAS, City of Livermore ("APPLICANT") is the project sponsor for Stanley Boulevard at Isabel Avenue Crossing Improvement Projects ("PROJECT").

WHEREAS, the PROJECT will implement enhancements such as curb extension, pavement markings, signage, pedestrian ramps, bicycle signals; and

WHEREAS, as the Project Sponsor, APPLICANT has the legal authority to apply for funding for PROJECT and plans to submit a 2026 CIP application ("APPLICATION") to ALAMEDA CTC for $825,000.

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 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 City Manager or 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 Council of 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 $275,000, anticipated to be from SB1-Gas Tax ad Measure BB funding 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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Annual update of Affordable For-Sale Prices, Rental Rates, and Maximum Income Limits for the City's Affordable Housing Programs

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Establishing new maximum income limits for extremely low-, very low-, low-, median- and moderate-income households which shall apply to the City's first-time homebuyer and affordable rental programs; and,
2. Establishing maximum for-sale housing prices for the Affordable Homeownership Program which will be effective for homes sold through the program beginning January 1, 2025, and establishing updated annual rent limits for City-restricted affordable units effective immediately upon adoption by City Council.

SUMMARY

The City's Inclusionary Housing Ordinance states that the City Council shall annually adopt maximum income limits for use in determining eligibility in the City's affordable housing programs. These limits are based on data published annually by the California Department of Housing and Community Development. Updated income limits are used to compute adjustments to the City's Affordable Homeownership Program Sales Prices and City-restricted unit rents. Staff recommends the City Council adopt the proposed updated income limits for the City's affordable housing programs and adopt updated Affordable Homeownership Program sales prices and rent limits.

DISCUSSION

Each year, the California Department of Housing and Community Development (State HCD) provides a schedule of income limits by household size from data published by the U.S. Department of Housing and Urban Development (HUD) that is used to determine eligibility for most State and Federal housing programs. The City's Affordable Housing Ordinance references the State HCD's numbers as the basis for qualifying participant eligibility and calculating sales prices and rent limits for extremely low-, very low-, low-, median- and moderate-income households applying to the City's Affordable Homeownership and

Rental Programs (Inclusionary Housing) and the Density Bonus Program. Adoption of the State HCD's limits ensures consistent requirements across all the City's programs and the requirements of other public lenders. State HCD establishes their income limits based on median income data calculated and provided by the U.S. Department of Housing and Urban Development (HUD), adjusted by household size.

The current (2024) HUD Area Median Income (AMI) for a four-person household in Alameda County is $155,700; this is approximately a five percent (5%) increase over the previous year. Maximum income categories are defined by HUD as percentages of median income as follows:

- "extremely low-income" households are defined as those with incomes up to thirty percent (30%) of the AMI;
- "very low-income" households are defined as those with incomes up to fifty percent (50%) of the AMI;
- "low-income" households are defined as those with incomes up to eighty percent (80%) of the AMI;
- "median-income" households defined as those with incomes up to one hundred percent (100%) of the AMI; and,
- "moderate-income households" are defined as those with incomes up to one hundred and twenty percent (120%) of the AMI.

It is important to note that the calculation of maximum income as a percentage of the median is not exact, and HUD adjusts each income category by high-cost factors and family size. In addition, the State has adopted a "hold-harmless" policy that prevents income levels in any category from decreasing from the prior year, should HUD's formula result in a decrease. This is done to ensure that an unexpected drop in rental income does not jeopardize the financial feasibility of an affordable rental unit.

Through the City's Inclusionary Housing Ordinance, new residential developments are required to reserve a portion (ranging from ten to fifteen percent [10-15%] depending on the area of the City) for lease or sale to very low- to moderate-income households. Historically most of the households benefitting from this program have either lived or worked in the City of Livermore. Developers of for-sale projects are required to offer the homes at affordable sales prices determined annually by the City and to participate in a marketing and application process guided by the City. The City's affordable home sale prices are calculated using a commonly adopted standard, consistent with other jurisdictions and state housing agencies, such that a household should spend no more than thirty percent (30%) of its gross monthly income on housing costs. For homeownership, these costs include mortgage principal and interest payments, property taxes, homeowner's insurance and homeowner association fees. Incomes have increased modestly across all categories. The median home price in Livermore increased approximately five percent (5.17%) from October 2023 to October 2024. The high mortgage interest rates and high home prices have limited the buying power of low- and moderate-income households.

The average interest rate for CalHFA first-time homebuyer mortgage loan products fluctuated throughout the year, averaging 6.625 percent (6.625%). At the time of this report the interest rate for CalHFA conventional mortgage loans stands at 6 percent (6%). This rate is used to calculate City's affordable home sale prices. As a result, the new affordable sale prices reflect an average increase of thirteen percent (13%) compared to current prices which are attached as Attachment 1 for reference. If approved, these updated prices will take effect on January 1, 2025 and apply to homes sold under the 2025 Affordable Homeownership Program.

Similarly, the City's affordable rental rates follow the standard that tenants should pay no more than thirty percent (30%) of their monthly household income for rent and utilities. Developers with affordability restrictions are instructed to deduct tenant utility allowances as appropriate based on project amenities and unit size. A schedule of these allowances is adopted by the Livermore Housing Authority for its HUD-funded programs. Utility allowances are not included in the maximum rents. The affordable rents would go into effect upon approval by City Council.

FISCAL AND ADMINISTRATIVE IMPACTS

Adjustments to the Affordable Sales Prices and Rental Rates schedule have no fiscal impact to City General Fund revenues.

COMMUNITY PILLAR

1: A Safe Community that Thrives.

GOAL

7: Ensure that affordable housing is available for all very-low, low- and moderate-income families as well as people with various special needs (i.e., seniors, disabled, homeless, etc.)

ATTACHMENTS

1. 2024 Affordable Sales Prices and Rents
2. Resolution
3. Exhibit A - Sales Prices and Rental Limits 2025

Prepared by: Natalia Gilina
Housing Administrative Technician

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

ATTACHMENT 1

For-Sale Housing*							
		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Household Size	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	1	$78,550	$210,629	$103,550	$295,625	$124,250	$366,001
1	2	$89,750	$248,707	$118,300	$345,772	$142,000	$426,347
2	3	$100,950	$286,785	$133,100	$396,089	$159,750	$486,694
3	4	$112,150	$324,863	$147,900	$446,406	$177,500	$547,041
4	5	$121,150	$355,461	$159,750	$489,233	$191,700	$595,318

Effective January 8, 2024

Rental Housing*													
		Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bed-rooms	Size House-hold	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$31,050	$776	$51,800	$1,295	$62,160	$1,554	$78,550	$1,964	$103,550	$2,589	$124,250	$3,106
1(*)	1.5	$35,500	$888	$55,500	$1,388	$66,600	$1,665	$84,150	$2,104	$110,925	$2,773	$133,125	$3,328
1	2	$39,950	$999	$59,200	$1,480	$71,040	$1,776	$89,750	$2,244	$118,300	$2,958	$142,000	$3,550
2	3	$44,350	$1,109	$66,600	$1,665	$79,920	$1,998	$100,950	$2,524	$128,500	$3,328	$159,750	$3,994
3	4	$47,900	$1,198	$73,950	$1,849	$88,740	$2,219	$112,150	$2,804	$142,800	$3,698	$177,500	$4,438
4	5	$51,450	$1,286	$79,900	$1,998	$95,880	$2,397	$121,150	$3,029	$159,750	$3,994	$191,700	$4,793

Effective January 8, 2024

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2023. The Affordable Sales Prices are effective for the 2024 Affordable Homeownership Program year and thereafter until updated by City Council. The 2023 Area Median Income for a 4-person household of $147,900 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6.75% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.

The Rental Housing limits are effective upon adoption by City Council and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Date Adopted by Livermore City Council: January 8, 2024

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ESTABLISHING THE ANNUAL AFFORDABLE FOR-SALE PRICES, RENTAL RATES AND MAXIMUM INCOME LIMITS FOR THE CITY'S AFFORDABLE HOUSING PROGRAMS

The City of Livermore's affordable housing program and implementing ordinances in the Livermore Municipal Code (Chapter 3.26) and Livermore Development Code (Section 10.06.050) provide that the City will annually revise the maximum income limits for extremely low-, very low-, low-, median- and moderate-income households, as well as the affordable for-sale prices and rental rates, for use in connection with the City's Affordable Homeownership Program (Inclusionary Housing), the Density Bonus Program, Mortgage Assistance Program and for City Housing Trust Fund assisted projects. The revised income limits are based on those adopted annually by the California Department of Housing and Community Development which are derived from those published by the U.S. Department of Housing and Urban Development. The revised Affordable Sales Prices and Rental Rates are based on adjustments to annual income and other market factors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the Affordable Rental Rates and Maximum Income Limits, are hereby established and set forth as described in the attached Exhibit A effective and for implementation upon the adoption of this resolution.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the Affordable Sales Prices are hereby established and set forth as described in the attached Exhibit A effective and for implementation commencing on January 1, 2025.

BE IT FURTHER RESOLVED by the City Council that, pursuant to Government Code Section 66017, the Affordable Housing In-Lieu Fee adjustment will become effective 60 days after adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Katherine Mirassou*_____
Katherine Mirassou
Deputy City Attorney

Exhibit A – 2025 Affordable Sales Prices, Rental Rates, and Maximum Income Limits City Affordable Housing Programs

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

EXHIBIT A

For-Sale Housing*

		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Household Size	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	**1**	$84,600	$250,112	$109,000	$339,854	$130,800	$420,033
1	**2**	$96,650	$294,431	$124,550	$397,046	$149,500	$488,810
2	**3**	$108,750	$338,934	$140,150	$454,422	$168,150	$557,404
3	**4**	$120,800	$383,253	$155,700	$511,614	$186,850	$626,182
4	**5**	$130,500	$418,929	$168,150	$560,295	$201,800	$681,167
5	**6**	$140,150	$454,422	$180,600	$603,194	$216,750	$736,152
6	**7**	$149,800	$489,914	$193,050	$648,985	$231,700	$791,137
7	**8**	$159,500	$525,590	$205,500	$694,775	$246,650	$846,123

Effective January 1, 2025

Rental Housing*

		Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Size House-hold	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$32,700	$818	$54,500	$1,363	$65,400	$1,635	$84,600	$2,115	$109,000	$2,725	$130,800	$3,270
1(*)	1.5	$35,100	$878	$58,400	$1,558	$70,080	$1,752	$90,625	$2,266	$116,775	$2,919	$140,150	$3,504
1	2	$37,400	$935	$62,300	$1,558	$74,760	$1,869	$96,650	$2,416	$124,550	$3,114	$149,500	$3,738
2	3	$42,050	$1,051	$70,100	$1,753	$84,120	$2,103	$108,750	$2,719	$140,150	$3,504	$168,150	$4,204
3	4	$46,700	$1,168	$77,850	$1,946	$93,420	$2,336	$120,800	$3,020	$155,700	$3,893	$186,850	$4,671
4	5	$50,450	$1,261	$84,100	$2,103	$100,920	$2,523	$130,500	$3,263	$168,150	$4,204	$201,800	$5,045
4	6	$54,200	$1,355	$90,350	$2,259	$108,420	$2,751	$140,150	$3,504	$180,600	$4,515	$216,750	$5,419
4	7	$57,950	$1,449	$96,550	$2,414	$115,860	$2,930	$149,800	$3,745	$193,050	$4,826	$231,700	$5,793
4	8	$61,650	$1,541	$102,800	$2,570	$123,360	$2,930	$159,500	$3,988	$205,500	$5,138	$246,650	$6,166

Effective October 28, 2024

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2024. The Affordable Sales Prices are effective for the 2025 Affordable Homeownership Program year and thereafter until updated by City Council. The 2024 Area Median Income for a 4-person household of $155,700 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6.00% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.
The Rental Housing limits are effective upon adoption by City Council and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Date Adopted by Livermore City Council: October 28, 2024.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing a supplemental appropriation of unspent carry-forward budget totaling $283,846 from the Community Development Block Grant Fund, for the Emergency Shelter Rebuild Project.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing a supplemental appropriation of unspent carry-forward budget totaling $283,846 from the Community Development Block Grant Fund to the FY 2024-25 budget for the Emergency Shelter Rebuild Project.

SUMMARY

On March 11, 2024, Resolution No. 2024-034 authorized $283,846 in Community Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) for Tri-Valley Haven for Women's ("Tri-Valley Haven") Emergency Shelter Rebuild Project ("Project") in FY 2023-24 for demolition and construction. Due to the complexity of the Project, the coordination of CDBG funding from multiple jurisdictions, and a delayed environmental clearance from HUD, the Project did not commence in FY 2023-24. Rather, the necessary demolition was completed in August 2024 and construction is expected to begin in Spring 2025. A supplemental appropriation totaling $283,846 of unspent funds from the FY 2023-24 CDBG (Fund 224) into the FY 2024-25 budget is needed to pay for the project costs. If approved, the City budget will be updated however this will not increase the amount of funding previously allocated to the project by City Council.

DISCUSSION

Tri-Valley Haven requested CDBG grant funding to demolish and rebuild their emergency shelter located in Livermore. The shelter rebuild is necessary due to the age and condition of the current buildings which are unsafe for shelter residents and staff. The Project will also expand the shelter from 30 beds to 45 beds which will allow Tri-Valley Haven to better serve the current needs in the Tri-Valley.

On March 11, 2024, City Council Resolution No. 2024-034 authorized $283,846 in Community Development Block Grant (CDBG) funding for the Project to be expended in fiscal year 2023-24, which

ended June 30th. Due to the complexity of the Project, the start of the project was delayed until August 2024. The demolition of the buildings was completed in August 2024, and construction is expected to begin in Spring 2025.

As a result of the delays to the Project timeline, a supplemental appropriation of carry-forward budget totaling $283,846 from the CDBG Fund 224 FY 2023-24 budget to the FY 2024-25 budget is required.

FISCAL AND ADMINISTRATIVE IMPACTS

As of the close of FY 2023-24, the City has not spent any of the $283,846 budgeted in FY 2023-24 from the CDBG Fund 224. The Project did not start until August 2024, and, as a result, a supplemental appropriation totaling the amount of unspent funds from the FY 2023-24 CDBG Fund ($283,846) into the FY 2024-25 budget is required to pay for the cost of the project. No additional funds beyond the contract amount would be awarded through this action.

PILLAR

1: A Safe Community that Thrives

GOAL

8: Expand and Improve Access to Human Services

ATTACHMENTS

1. Resolution

Prepared by: Amy Walker
Management Analyst 1

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF UNSPENT CARRY-FORWARD BUDGET TOTALING $283,846 FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND 224 FOR THE EMERGENCY SHELTER REBUILD PROJECT

Each year, the City of Livermore ("City") receives Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD"). The City, through its Housing and Human Services Grant Program, allocates these funds to eligible non-profit and public service organizations that serve low-income residents in the City.

On March 11, 2024, the City Council adopted Resolution No. 2024-034 which authorized $283,846 in CDBG funding for the Tri-Valley Haven for Women ("Tri-Valley Haven") Emergency Shelter Rebuild Project ("Project") for FY 2023-24. The Project involves demolishing and rebuilding Tri-Valley Haven's emergency shelter at a confidential location in the City of Livermore, which is necessary due to the age and condition of the current buildings. The Project will also expand shelter capacity from 30 beds to 45 beds which will allow Tri-Valley Haven to better serve the community.

Due to the complexity of the Project and the environmental review process, the Project did not commence in FY 2023-24. Rather, the necessary demolition was completed in August 2024, and construction is expected to begin in Spring 2025. As a result, a supplemental appropriation of unspent carry-forward budget totaling $283,846 from the CDBG Fund 224 FY 2023-24 budget to the FY 2024-25 budget is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it authorizes a supplemental appropriation of $283,846 from the Community Development Block Grant Fund 224 FY 2023-24 budget to the FY 2024-25 budget for the Tri-Valley Haven for Women Emergency Shelter Rebuild Project.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

RESOLUTION NO. ____

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution approving allocation of the Tourism and Special Event Grant monies for July 1, 2024-June 30, 2025, and authorizing the execution of grant agreements consistent with the City's Tourism and Special Events Grant Program.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution approving allocation of Tourism and Special Event Grant monies for July 1, 2024-June 30, 2025, and authorizing the City Manager to execute the Grant Agreements with the Altamont Cruisers, Livermore Filipino American Organization, Livermore Valley Performing Arts Center dba Livermore Valley Arts, Livermore Valley Opera, Livermore Valley Winegrowers Association dba Livermore Valley Wine Community, and Rotary Club of Livermore, in the not-to-exceed amount of $2,000 each.

SUMMARY

The purpose of the annual Tourism and Special Event Grant program is to provide financial assistance to organizations that promote Livermore as a destination and generate tourism that benefits the local and regional economy, including local merchants and the local wine industry. The application period for the 2024-25 Tourism and Special Event Grant Program is on a rolling basis. Grant requests must be for an event to occur between July 1, 2024, and June 30, 2025. Funding is recommended for the following six applicants as indicated below.

The City's approved operating budget in Fund 5001 for FY 2024-25, includes $12,000 for the Tourism and Special Event Grant Program. The current program will be discontinued next fiscal year, with funds allocated to better align with economic development goals.

DISCUSSION

The Tourism and Special Event Grant Program is allocated $12,000 from the General Fund to support organizations that directly benefit downtown businesses, local wineries, or promote Livermore as a destination. The purpose of the program is to provide financial support for activities associated with promoting Livermore's downtown, the wine country, and events that:

- promote Livermore as a destination
- produce an economic benefit to Livermore and the region; and
- generate tourism in Livermore

Qualifying events must meet one or more of the above program goals. Funds are to be paid out to selected grant awardees after the event has taken place and receipts for eligible expenses are submitted to the City. The amount to be paid to each organization will not exceed the $2,000 grant amount and will not exceed fifty percent (50%) of the eligible costs of organizing the event.

The availability of funds for FY 2024-25 Tourism and Special Event Grant Program was announced and the press release and posting on the City website and social media was made beginning in June 2024. The City's Grant Agreement process included entering into a grant agreement with the City; registering and having an active City of Livermore business license; and submitting documentation that awardees carry insurance that meets the City's requirements for events. Staff reviewed and found six (6) eligible applications that demonstrated consistency with the program and policy criteria. Staff therefore recommends the grant of $2,000 each be awarded to the following six eligible applicants:

Applicant	**Event**	**Location**	**Date of the Event**
Altamont Cruisers	Nostalgia Day Car Show	Downtown Livermore	September 29, 2024
Livermore Filipino American Organization	Filipino Barrio Fiesta	Bankhead Plaza	October 6, 2024
Livermore Valley Performing Arts Center dba Livermore Valley Arts	Livermore ComicCon	Downtown Livermore	July 20, 2024
Livermore Valley Opera	The Daughter of the Regiment	Bankhead Theater	September 28, 29, and October 5, 6, 2024
Livermore Valley Winegrowers Association dba Livermore Valley Wine Community	TASTE: The Livermore Valley Wine Experience	Opening Night at Bella Rosa at Garre, with other events at participating wineries	October 17-20, 2024
Rotary Club of Livermore	Livermore Rodeo Parade	Downtown Livermore	June 14, 2025

Upon City Council approval, payment of the grant will be made once all grant requirements are met by the applicant(s).

With competition for funding for multiple initiatives and more than 60+ special events already taking place with minimal financial support from the City, staff plans to discontinue the current Tourism and Special Events Grant Program for the next cycle and allocate funds to better achieve economic development goals.

FISCAL AND ADMINISTRATIVE IMPACTS

The adopted FY 2024-25 General Fund budget includes $12,000 for the Tourism and Special Event Grant Program. No additional fiscal or administrative impacts are anticipated.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

2: Diversification/Resilience

ATTACHMENTS

1. Resolution
2. Exhibit A - Grant Agreement Altamont Cruisers
3. Exhibit B - Grant Agreement with Livermore Filipino American Organization
4. Exhibit C - Grant Agreement with Livermore Valley Performing Arts Center
5. Exhibit D - Grant Agreement Livermore Valley Opera
6. Exhibit E - Grant Agreement with Livermore Valley Wine Growers Association
7. Exhibit F - Grant Agreement with Rotary Club of Livermore

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING ALLOCATION OF TOURISM AND SPECIAL EVENT GRANT MONIES FOR THE PERIOD OF JULY 1, 2024 – JUNE 30, 2025, AND AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS WITH THE ALTAMONT CRUISERS, LIVERMORE FILIPINO AMERICAN ORGANIZATION, LIVERMORE PERFORMING ARTS CENTER DBA LIVERMORE VALLEY ARTS, LIVERMORE VALLEY OPERA, LIVERMORE VALLEY WINEGROWERS ASSOCIATION DBA LIVERMORE VALLEY WINE COMMUNITY, AND ROTARY CLUB OF LIVERMORE, IN THE AMOUNT OF $2,000 EACH

In 1991, the City of Livermore ("City") established the Tourism and Special Event Grant program, which has been modified throughout the years.

The program contains guidelines for the City's annual solicitation of applications for the award of City of Livermore Tourism and Special Event Grant funds. Grants awarded from the Tourism and Special Event Grant program are made to provide financial assistance to organizations that promote Livermore as a destination and generate tourism that benefits the local and regional economy.

The City's approved operating budget in Fund 5001 for FY 2024-25, includes $12,000 for the Tourism and Special Event Grant program. The current program will be discontinued next fiscal year, and a new program will be designed to better align with local and regional tourism goals.

Staff sought applications for FY 2024-25 grant awards of up to $2,000 each, pursuant to the procedure described in the accompanying staff report and according to the Program guidelines.

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

1. Approves the following applicants for the Tourism and Special Event Grant Program for the period of July 1, 2024 – June 30, 2025, to receive grant funding in an amount not to exceed $2,000 each.

Applicant	Event	Location	Date of the Event
Altamont Cruisers	Nostalgia Day Car Show	Downtown Livermore	September 29, 2024
Livermore Filipino American Organization	Filipino Barrio Fiesta	Bankhead Plaza	October 6, 2024

Livermore Valley Performing Arts Center dba Livermore Valley Arts	Livermore ComicCon	Downtown Livermore	July 20, 2024
Livermore Valley Opera	The Daughter of the Regiment	Bankhead Theater	September 28, 29, and October 5, 6, 2024
Livermore Valley Winegrowers Association dba Livermore Valley Wine Community	TASTE: The Livermore Valley Wine Experience	Opening night at Bella Rosa Winery, with other events at participating wineries	October 17-20, 2024
Rotary Club of Livermore	Livermore Rodeo Parade	Downtown Livermore	June 14, 2025

2. Authorizes the City Manager to execute on behalf of the City of Livermore, the grant agreements with each of the respective applicants attached as Exhibits A through F.

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

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

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A- Grant Agreement with Altamont Cruisers
Exhibit B- Grant Agreement with Livermore Filipino American Organization

Exhibit C- Grant Agreement with Livermore Valley Performing Arts Center
Exhibit D- Grant Agreement with Livermore Valley Opera
Exhibit E- Grant Agreement with Livermore Valley Winegrowers Association
Exhibit F- Grant Agreement with Rotary Club of Livermore

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EXHIBIT A

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Altamont Cruisers

FOR FISCAL YEAR 2024-25

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the City of Livermore, a municipal corporation **("City")**, and Altamont Cruisers, a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2024-25.

B. The Grantee's mission is to raise money for many worthy community causes, primarily to raise money to benefit the youth of the local community.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine Region through the Nostalgia Day Car Show event as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**2,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2025.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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9. Insurance. Grantee shall procure and maintain insurance during the term of this Grant Agreement in the amounts and under the terms set forth in Exhibit "B" attached hereto against all claims that may arise from or in connection with this Grant Agreement. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

10. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell, Director
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Nostalgia Day Car Show
Attn: Thomas Duprey, Board Treasurer
P.O. Box 2144
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party**.**

13. Severability. If a court of competent jurisdiction determines a provision in this Grant Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Altamont Cruisers

Signed by:
Thomas Duprey
C253CEAE55534E7...

10/4/2024 | 8:35 AM PDT

By: Thomas Duprey
Title: Board Treasurer

CITY OF LIVERMORE: **Dated:**

Brandon Cardwell
Director, Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F85715704E2...
DS
ADH

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2024- June 30, 2025

* Applicant Name
Thomas Duprey

* **Email**
[redacted]

* Phone
[redacted]

* Full Address
[redacted]

Sponsoring Non-Profit Organization
Altamont Cruisers

* **Name of Event**
Nostalgia Day Car Show

* **Event Date(s)**
September 29, 2024

* **Description of Event**
Classic car show with approximately 750 vehicles.

* **Event Location**
Downtown from L Street to the theater and from First to Fourth Streets.

Previous event dates (if applicable)
Annual event. Last year it was September 24, 2023.

* **How will grant be used?**
It helps to outset some of our cost to put on the car show and all the net proceeds are donated to local charities and youth organizations.

City contribution to prior events (if applicable)
Yes, we have been a beneficiary of the grant for a number of years.

* **Expected Economic Impact, including estimated attendance and visitor spending**
In addition to the 700 plus participants in the car show we general have 8,000 to 10,000 spectators attending the show throughout the day.

* **Estimated percentage (%) of attendees visiting from out of town**
35

* **Describe advertising or publicity directed at non-Livermore residents**
Social media. Posters throughout town. emails to previous participants.

* **Describe how the event will benefit Livermore**
This car show is known as one of the "Best" one day car shows in the Bay Area. People from all over the Bay Area and Central Valley attend the show. The downtown business are packed the entire day.

What makes your event unique?
The venue!!! People love the downtown Livermore venue to spend the day and the event is well organized. This is our 35th anniversary of doing this particular car show.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Consultant/Contractor shall maintain limits no less than:

Commercial General Liability, including operations, products and completed operations, as applicable: **$1,000,000/$2,000,000** aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

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

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

Other Insurance Provisions
The general liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT A

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

CITY OF LIVERMORE CALIFORNIA

BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

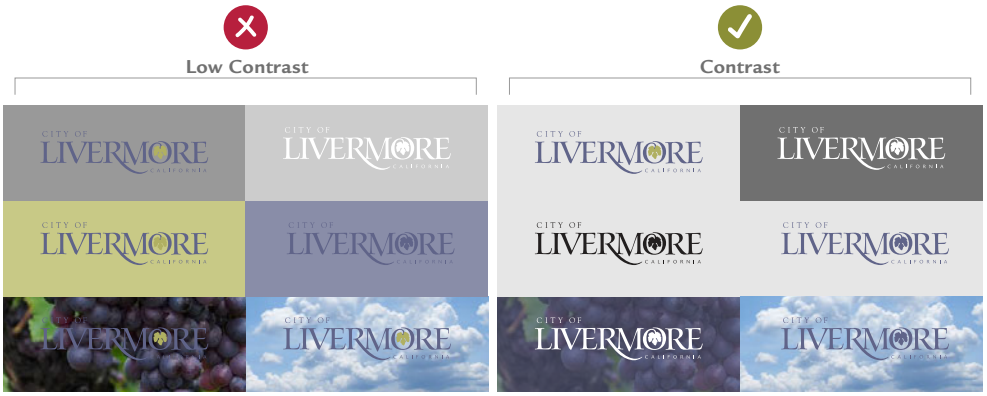
GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

CITY OF LIVERMORE CALIFORNIA

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD





STANDARD VERTICAL



STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.





TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.



FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.





DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.



NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.



ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

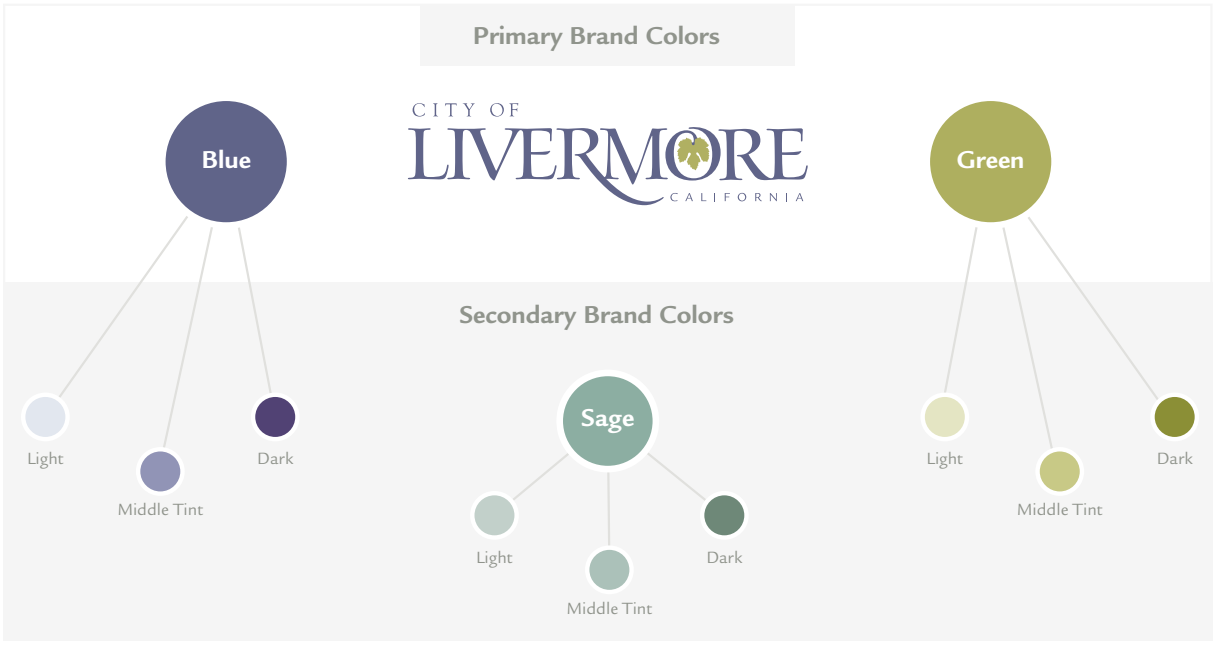
Google alternate to ITC Legacy Sans: Nunito Sans

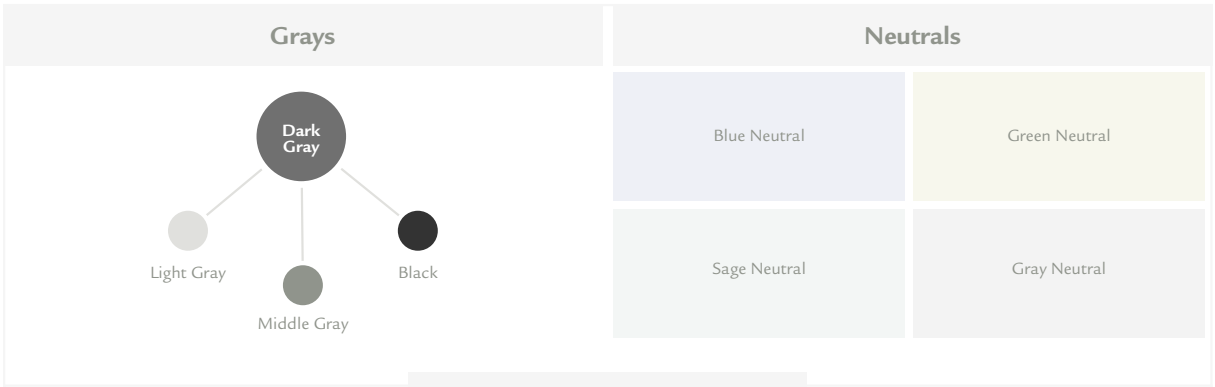
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

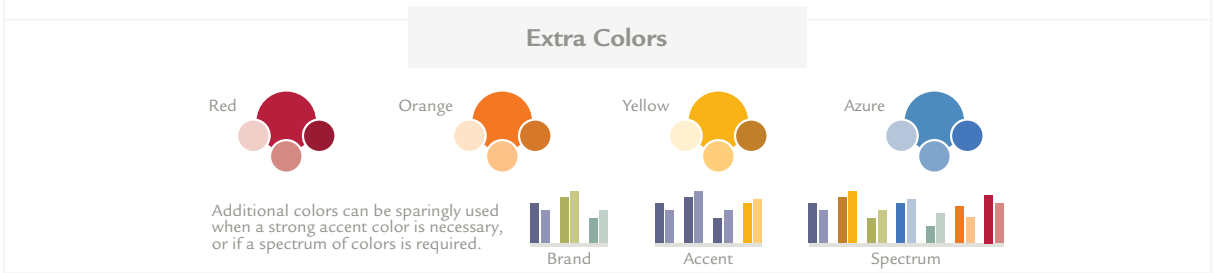
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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).







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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125



Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Livermore Filipino American Organization

FOR FISCAL YEAR 2024-25

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the City of Livermore, a municipal corporation **("City")**, and Livermore Filipino American Organization, a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2024-25.

B. The Grantee's mission is to enhance unity and friendship among Filipino-Americans within Livermore, CA and its surrounding areas.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine Region through Filipino Barrio Fiesta event as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**2,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2025.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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9. Insurance. Grantee shall procure and maintain insurance during the term of this Grant Agreement in the amounts and under the terms set forth in Exhibit "B" attached hereto against all claims that may arise from or in connection with this Grant Agreement. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

10. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell, Director
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Livermore Filipino-American Organization
Attn: Arthur Barinque, Board President
164 North L Street
Livermore, CA 94550

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party**.**

13. Severability. If a court of competent jurisdiction determines a provision in this Grant Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

EXHIBIT B

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Livermore Filipino-American Organization

Signed by:
Arthur Barinque
4731E39D3F4A472...

10/8/2024 | 1:51 PM PDT

By: Arthur Barinque
Title: Board President

CITY OF LIVERMORE: **Dated:**

Brandon Cardwell
Director, Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F6571570...

DS
ADH

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2024- June 30, 2025

* Applicant Name
Arthur Barinque

* **Email**
[redacted]

* Phone
[redacted]

* Full Address
[redacted]

Sponsoring Non-Profit Organization
Livermore Filipino-American Organization

* **Name of Event**
Filipino Barrio Fiesta

* **Event Date(s)**
10/6/2024

* **Description of Event**
October officially marks Filipino American History Month in the United States. October's significance as Filipino American History Month is due to the first recorded presence of Filipinos in the continental United States when on October 18, 1587, "Luzones Indios" came ashore from the Spanish galleon Nuestra Senora de Esparanza and landed at what is now Morro Bay, California. In November of 2009, both the United States House of Representatives and Senate passed laws – House Resolution 780 and Senate Resolution 298 respectively, officially recognizing October as Filipino American History Month in the United States. Livermore Fil-Am will honor Filipino American History Month with the ninth annual Filipino Barrio Fiesta – a free, family-friendly community event featuring dance, music, food, art, and history. This event is FREE and open to the public.

* **Event Location**
Downtown Livermore Bankhead Plaza and Mcleod Street 2400 First Street Livermore, CA 94550

Previous event dates (if applicable)
10/8/2023 10/2/2022 10/3/2021 10/6/2019 10/7/2018 10/8/2017 10/2/2016

* **How will grant be used?**
This grant will be used to pay for stage and sound rentals as well as decorations for the event.

City contribution to prior events (if applicable)
Tourism Grant 2021

* **Expected Economic Impact, including estimated attendance and visitor spending**
4,000 attendees with an estimated $30 spending per person.

* **Estimated percentage (%) of attendees visiting from out of town**
60

* **Describe advertising or publicity directed at non-Livermore residents**
Word of mouth, television shows, newspaper ads, fliers, podcasts, posters, social media, online event sites, and regional Filipino American networks.

* **Describe how the event will benefit Livermore**
Filipino Barrio Fiesta places Livermore on the map in regards to Bay Area events celebrating Filipino American History Month. It is the premiere cultural event in the Tri-Valley and the only one of its kind. Attendance has skyrocketed in recent years with many looking forward to spending the day in Downtown Livermore celebrating cultural food, games, history, entertainment, education, vendors and activities. This event brings thousands from all over California to Downtown Livermore and the lead up to Filipino Barrio Fiesta creates visibility for Livermore as a cultural hub and center.

What makes your event unique?
Filipino Barrio Fiesta is the only one of its kind not only in Livermore, but the entire East Bay. It is the premiere celebration of culture in the Tri-Valley featuring performances, vendors, food, and local plus regional history. There is a breakdancing competition, open dj activity, car show, and after party along with the day's main stage event. It is a celebration of Filipino American (and all) culture like no other in the East Bay, right here in Downtown Livermore.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT B

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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LOGO USAGE.....3

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore

STANDARD VERTICAL
City of Livermore
Stacked

STANDARD STACKED
City of Livermore
Stacked

CASUAL
Livermore

CASUAL
Livermore
Stacked

LIMITED USE: SLOGAN*
Livermore
Tagline
THERE'S MORE HERE

LIMITED USE*
City of Livermore
Arched

LIMITED USE*
Livermore
Arched

CUSTOMIZABLE**
City of Livermore
Departments
WATER RESOURCES DIVISION

GRAPHIC ASSET
Leaf or Leaf Circle

* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

CITY OF LIVERMORE CALIFORNIA

BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

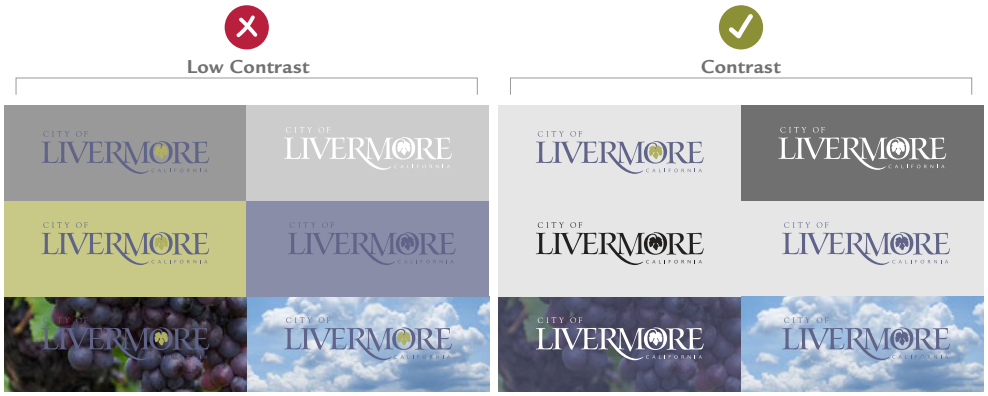
GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

CITY OF LIVERMORE CALIFORNIA

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

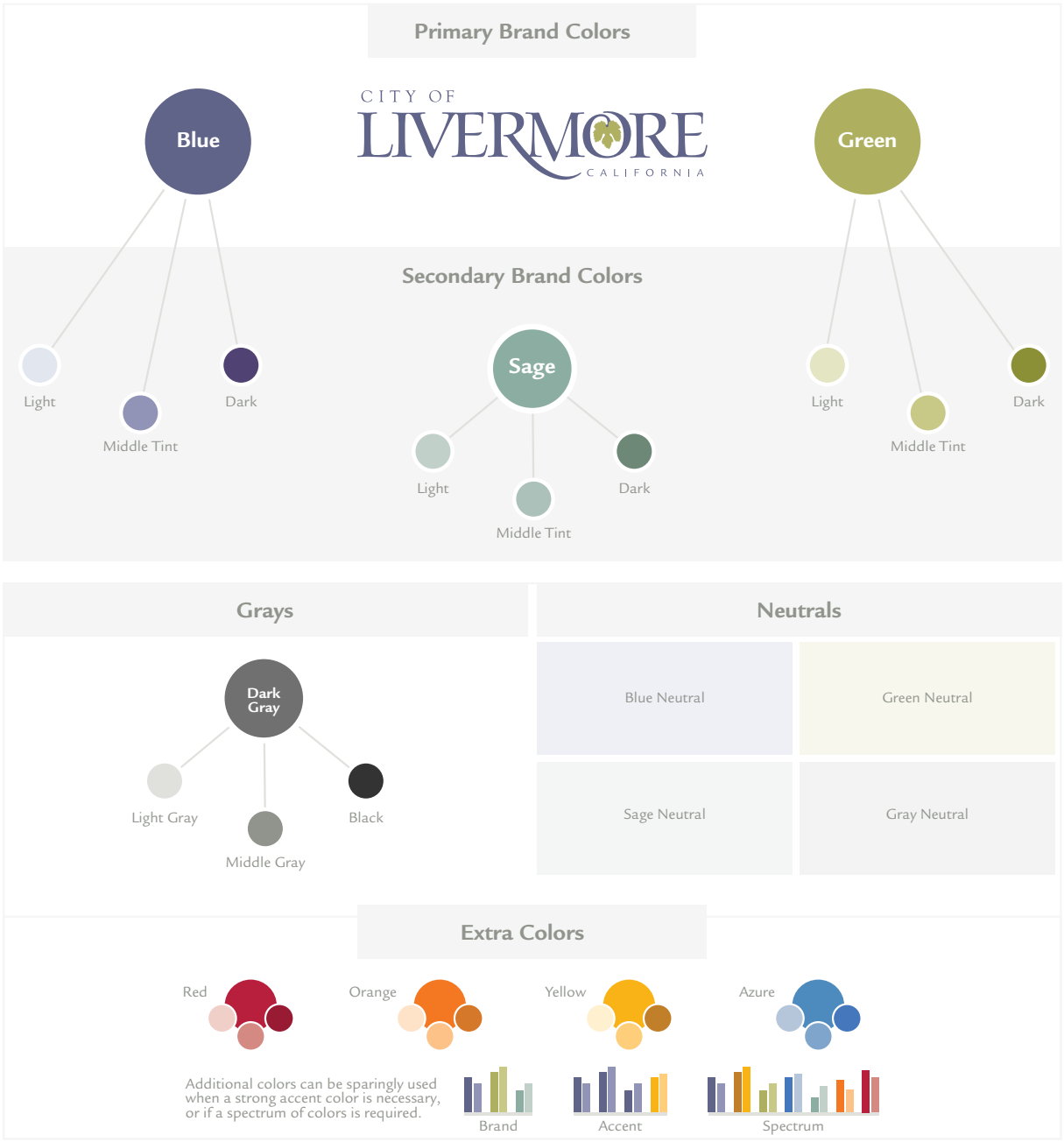
Google alternate to ITC Legacy Sans: Nunito Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Docusign Envelope ID: B472B1EB-219E-4421-AE1F-7BFE2BF0C508

COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).



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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Livermore Valley Performing Arts Center dba Livermore Valley Arts

FOR FISCAL YEAR 2024-25

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the City of Livermore, a municipal corporation **("City")**, and Livermore Valley Performing Arts Center dba Livermore Valley Arts (LVA), a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2024-25.

B. The Grantee's mission is to offer a broad range of arts opportunities and experiences to engage, enrich, and inspire our diverse community. LVA's vision: The catalyst of a dynamic and vibrant arts region.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine Region through ComicCon Livermore event as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**2,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2025.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City

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logo use guidelines, which are included as Exhibit “C” to this Grant Agreement.

5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee’s work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City’s notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City’s General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

9. Insurance. Grantee shall procure and maintain insurance during the term of this Grant Agreement in the amounts and under the terms set forth in Exhibit “B” attached hereto against all claims that may arise from or in connection with this Grant Agreement. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance

as may be required from time-to-time by the City's Risk Manager.

10. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell, Director
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Livermore Valley Performing Arts Center
Attn: Chris Carter, Executive Director
2400 First Street
Livermore, CA 94550

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party**.**

13. Severability. If a court of competent jurisdiction determines a provision in this Grant Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

EXHIBIT C

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Grant Agreement, effective on the date first written above.

GRANTEE:
Livermore Valley Performing Arts Center
dba Livermore Valley Arts (LVA)

Dated:

DocuSigned by:
Chris Carter
BD7F6E7558D047C...

9/23/2024 | 10:01 AM PDT

By: Chris Carter
Title: Executive Director

CITY OF LIVERMORE:

Dated:

Brandon Cardwell
Director, Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

DS
ADH

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2024- June 30, 2025

* Applicant Name
Arthur Barinque

* **Email**
[redacted]

* Phone
[redacted]

* Full Address
[redacted]

Sponsoring Non-Profit Organization
SKIPPED

* **Name of Event**
ComicCon Livermore

* **Event Date(s)**
7/20/2024

* **Description of Event**
ComicCon Livermore is a multi-genre entertainment and comic festival that celebrates all things pop culture. ComicCon Livermore offers a unique opportunity to connect with fellow enthusiasts and creators.

* **Event Location**
ComicCon Livermore will be held at the Bankhead Plaza, 2400 First Street, in Downtown Livermore.

Previous event dates (if applicable)
7/22/2023

* **How will grant be used?**
The City of Livermore Tourism grant will be used towards the production of LVA's 2nd Annual ComicCon Livermore on Saturday July 20th, 2024 at the Bankhead Plaza and Bankhead Theater in Downtown Livermore.

City contribution to prior events (if applicable)
N/A

* **Expected Economic Impact, including estimated attendance and visitor spending**
Last year's attendance was estimated at 3,000. This year we expect 4,000 attendees. Every local attendee spends $30.82 on average, while every out of town attendee spends $35.03 on average.

* **Estimated percentage (%) of attendees visiting from out of town**
60

* **Describe advertising or publicity directed at non-Livermore residents**
LVA will use targeted ads, word of mouth, regional newspapers, online event sites and regional media outlets to advertise ComicCon Livermore to non-Livermore residents. LVA is also partnering with Ohana ComicCon to share logistics and marketing responsibilities. Ohana ComicCon has a large comic specific network that they will advertise ComicCon Livermore to.

* **Describe how the event will benefit Livermore**
ComicCon Livermore fosters a sense of community by bringing together people of all ages, backgrounds, and interests who share a passion for comics, pop culture, and related arts. It attracts visitors from within and outside the community, leading to increased business for local hotels, restaurants, shops, and other services. This influx of visitors can boost the local economy and provide additional revenue for local businesses. It provides a platform for local artists, writers, and creators to display their work, gain exposure, and interact with fans.

What makes your event unique?
ComicCon Livermore is where fandoms collide and imagination knows no bounds! This year's event promises to be an exhilarating celebration of all things geek culture, showcasing a vibrant tapestry of artists in all genres including graphic novel, manga, crime/noir, sci-fi, horror, fantasy, slice of life, adventure, humor, and romance. In addition to showcasing the artists for ComicCon there will be an exciting cosplay contest, anime and toy vendors, and special guest appearances. ComicCon Livermore is the ultimate destination for fans of all ages to come together and celebrate the magic of comics.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT C

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

INTRODUCTION.....2

LOGO USAGE.....3

TYPOGRAPHY.....8

COLOR.....9

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

CITY OF LIVERMORE CALIFORNIA

BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

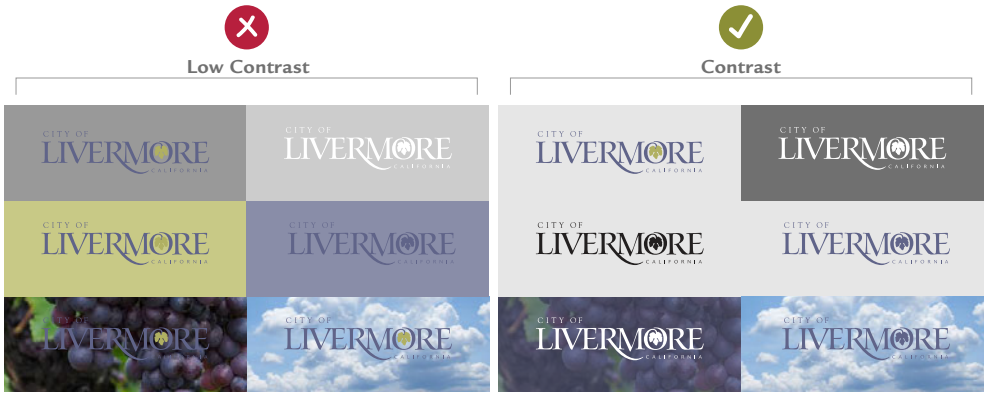
GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

CITY OF LIVERMORE CALIFORNIA

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

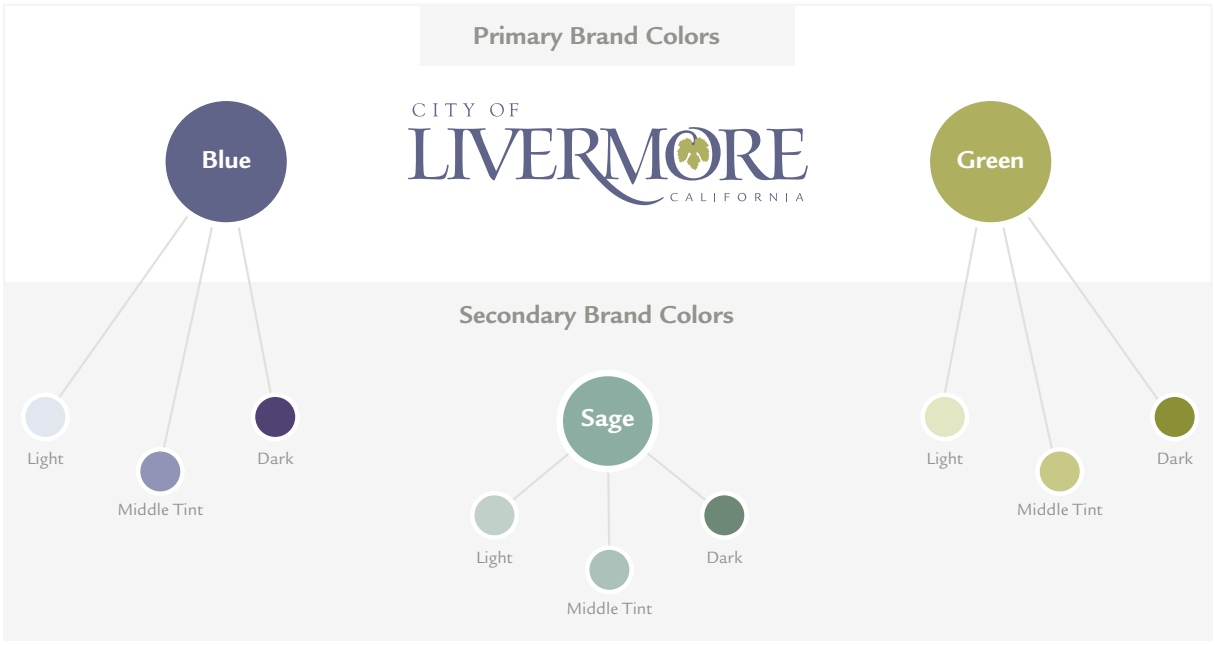
Google alternate to ITC Legacy Sans: Nunito Sans

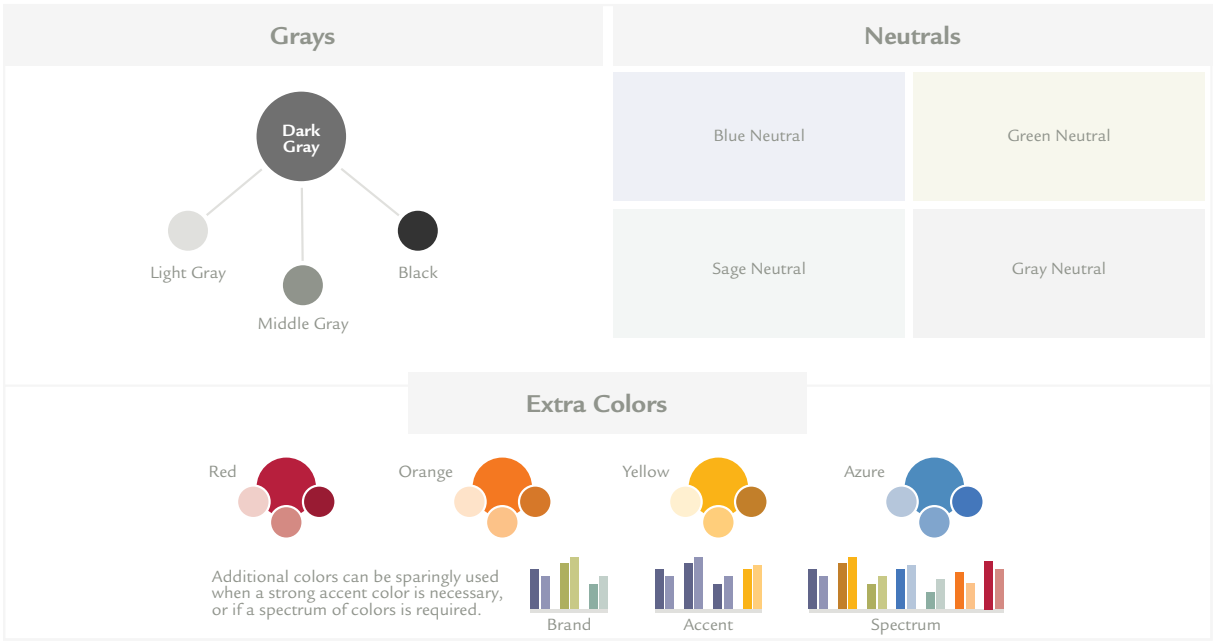
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).





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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125



Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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EXHIBIT D

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Livermore Valley Opera

FOR FISCAL YEAR 2024-25

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the City of Livermore, a municipal corporation **("City"**), and Livermore Valley Opera, a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2024-25.

B. The Grantee's mission is to enrich its community by producing world class operas and fostering careers of professional opera singers. Livermore Valley Opera encourages a wide appreciation of Opera and the associated arts through community outreach and educational programs for youth in schools.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine Region through The Daughter of the Regiment event as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**2,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2025.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City

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logo use guidelines, which are included as Exhibit “C” to this Grant Agreement.

5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee’s work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City’s notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City’s General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

9. Insurance. Grantee shall procure and maintain insurance during the term of this Grant Agreement in the amounts and under the terms set forth in Exhibit “B” attached hereto against all claims that may arise from or in connection with this Grant Agreement. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance

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as may be required from time-to-time by the City's Risk Manager.

10. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell, Director
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Livermore Valley Opera
Attn: Keith Sawyer, Board President
P.O. Box 1002
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party**.**

13. Severability. If a court of competent jurisdiction determines a provision in this Grant Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Grant Agreement, effective on the date first written above.

GRANTEE:
Livermore Valley Opera

Signed by:
Keith Sawyer
5D7F013A2FF5412...

By: Keith Sawyer
Title: Board President

Dated:

9/20/2024 | 10:40 AM PDT

CITY OF LIVERMORE:

Brandon Cardwell
Director, Innovation and Economic Development

Dated:

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F66715704E2...

DS
ADH

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2024- June 30, 2025

* Applicant Name
Mrs. Leslie Silberman

* **Email**
[redacted]

* Phone
[redacted]

* Full Address
[redacted]

Sponsoring Non-Profit Organization
Livermore Valley Opera

* **Name of Event**
The Daughter of the Regiment

* **Event Date(s)**
September 28, 29 and October 5, 6, 2024

* **Description of Event**
The Tri-Valley's own opera company, Livermore Valley Opera (LVOpera), opens its thrilling 33rd season with Gaetano Donizetti's The Daughter of the Regiment (La Fille du Regiment), sung in French with English supertitles. This opera tells the story of spirited heroine Marie, found on a battlefield and raised by a French Regiment, who side-steps the wishes of both her foster-father Sulpice and her aunt, the Marquise of Berkenfield, to follow her heart's desire and the love of Tyrolean peasant Tonio. One of Donizetti's three most popular comic operas, The Daughter of the Regiment is replete with memorable arias, including the one that crowned Luciano Pavarotti as "King of the High C's." The Daughter of the Regiment emerges as one of Donizetti's most beloved works, offering an engaging mix of romantic comedy that is sure to deliver sheer entertainment perfect for the entire family. Erie Mills, LVOpera's Artistic Director, notes "The opera has some of the most wonderful music by Donizetti; it's charming and funny, and it has a very happy ending. The audience will smile through the entire opera. It's fun for all ages!" Returning Stage Director Marc Jacobs leads a stellar cast and all performances will be expertly accompanied by the LVOpera orchestra, conducted by Music Director, Alexander Katsman. Featured artists include Bay Area native, French American soprano Véronique Filloux, who will be returning to the LVOpera stage as Marie, Tenor Chris Mosz, will make his LVOpera debut playing Marie's ardent lover Tonio, Beloved Romanian baritone Eugene Brancoveanu, returns to the LVOpera stage playing the role of Sulpice. Lisa Chavez, will make her LVOpera debut in the role of the Marquise of BerkenfieldAdds Mills, "Donizetti's masterpiece is overflowing with charm and humor. (This production) holds a special place in the hearts of opera lovers worldwide. Its endearing story of love and loyalty, coupled with Donizetti's enchanting score, promises an evening of pure delight."

* **Event Location**
The Bankhead Theater, 2400 First Street, Livermore, CA 94550

Previous event dates (if applicable)
Of Mice and Men - October, 2023

* **How will grant be used?**
The grant will be used to help cover advertising and promotional expenses associated with publicizing these performances.

City contribution to prior events (if applicable)
Of Mice and Men , October 2023 - $2000

* **Expected Economic Impact, including estimated attendance and visitor spending**
The estimated attendance for the four performances of "the Daughter of the Regiment" is 1600 with average ticket price of $80 for total expected ticket sales of $128,000, less expenses. Livermore Valley Opera also hosts a season opening night dinner held at Uncle Yu's at the Vineyard prior to the opening night performance. This event begins at 4:00pm with a welcome reception followed by a four-course meal paired with selected wines from sponsor Cellar 13 Winery. The ticket price for the dinner is $130 each and there is a maximum capacity of 95 guests for total expected revenue of $12,350 less expenses. Attendees also typically patronize many other local restaurants, wineries, breweries and businesses either before or after each performance, a factor which also has an impact and helps boost the economy of Livermore.

* **Estimated percentage (%) of attendees visiting from out of town**
50

* **Describe advertising or publicity directed at non-Livermore residents**
Those visiting Livermore will be able to view the digital display panels outside of the Bankhead Theater as well as the posters in the four Livermore kiosks. In addition, non-residents will see publicity from local media outlets like The Independent and Pleasanton Weekly as well as paid print and online advertising in these and other publications. In addition, all informationrelated to this production is posted on the Livermore Valley Opera website, in weekly email communications and social media posts.

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* **Describe how the event will benefit Livermore**

The estimated attendance for the four performances of "the Daughter of the Regiment" is 1600 with average ticket price of $80 for total expected ticket sales of $128,000, less expenses. Livermore Valley Opera also hosts a season opening night dinner held at Uncle Yu's at the Vineyard prior to the opening night performance. This event begins at 4:00pm with a welcome reception followed by a four-course meal paired with selected wines from sponsor Cellar 13 Winery. The ticket price for the dinner is $130 each and there is a maximum capacity of 95 guests for total expected revenue of $12,350 less expenses. Attendees also typically patronize many other local restaurants, wineries, breweries and businesses either before or after each performance, a factor which also has an impact and helps boost the economy of Livermore. LVOpera prioritizes programs and outreach efforts that establish alliances among arts and cultural partners to leverage resources, share storage rental costs and identify opportunities to improve active engagement of and service to the community at large.

What makes your event unique?

Livermore Valley Opera presents productions that are artistically compelling, performed at a high level; nurturing a patron base that embraces these performances as being unique, distinct from other forms of entertainment, and enriching to both the intellectual and emotional well-being of its audiences Livermore Valley Opera maintains an unswerving commitment to excellence and envisions a future that is robust and dynamic; an organization that is actively involved with audiences and stakeholders all representing the Tri-Valley region's citizenry as well as extending beyond these borders, thus making a qualitative difference in the appreciation of this art form.. Livermore Valley Opera is dedicated to creating robust programming, year after year, with each season consisting of two world-class productions presented on the stage of the Bankhead Theater in Livermore. At the opening of each production, LVOpera offers an opportunity for opera lovers and newcomers alike to gather for a festive Opening Night Dinner at Uncle Yu's at the Vineyard. In addition, one hour before curtain time of each opera performance, LVOpera presents a free 30-minute "pre-opera talk" led by experienced educators for anyone who is interested in learning more about the opera, the story, the music and its historical context. In addition, regardless of the language in which the opera was written (In the case of The Daughter of the Regiment," it is sung in French), the audience can take advantage of the English supertitles during each performance, in order to follow along and stay engaged with the story. This particular production is a charming, family-friendly romantic comedy that will appeal to audiences of all ages.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT D

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

Docusign Envelope ID: 6CC6AD10-ABC2-41F1-BD56-89624382C12A

Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

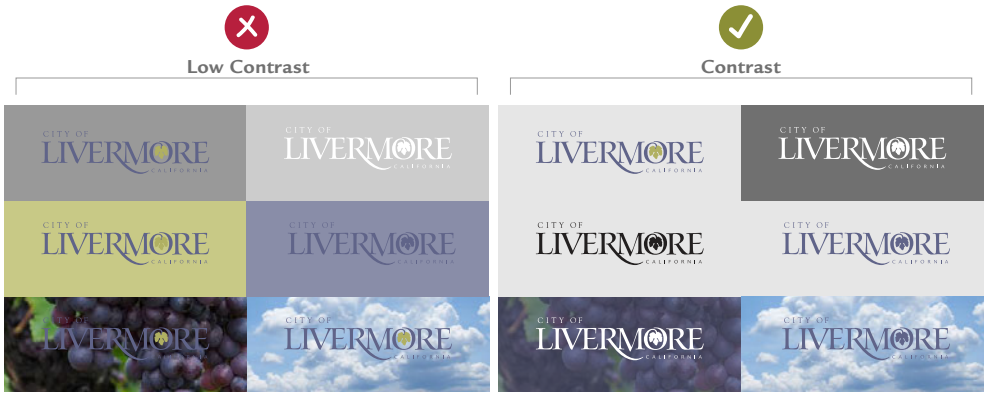
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

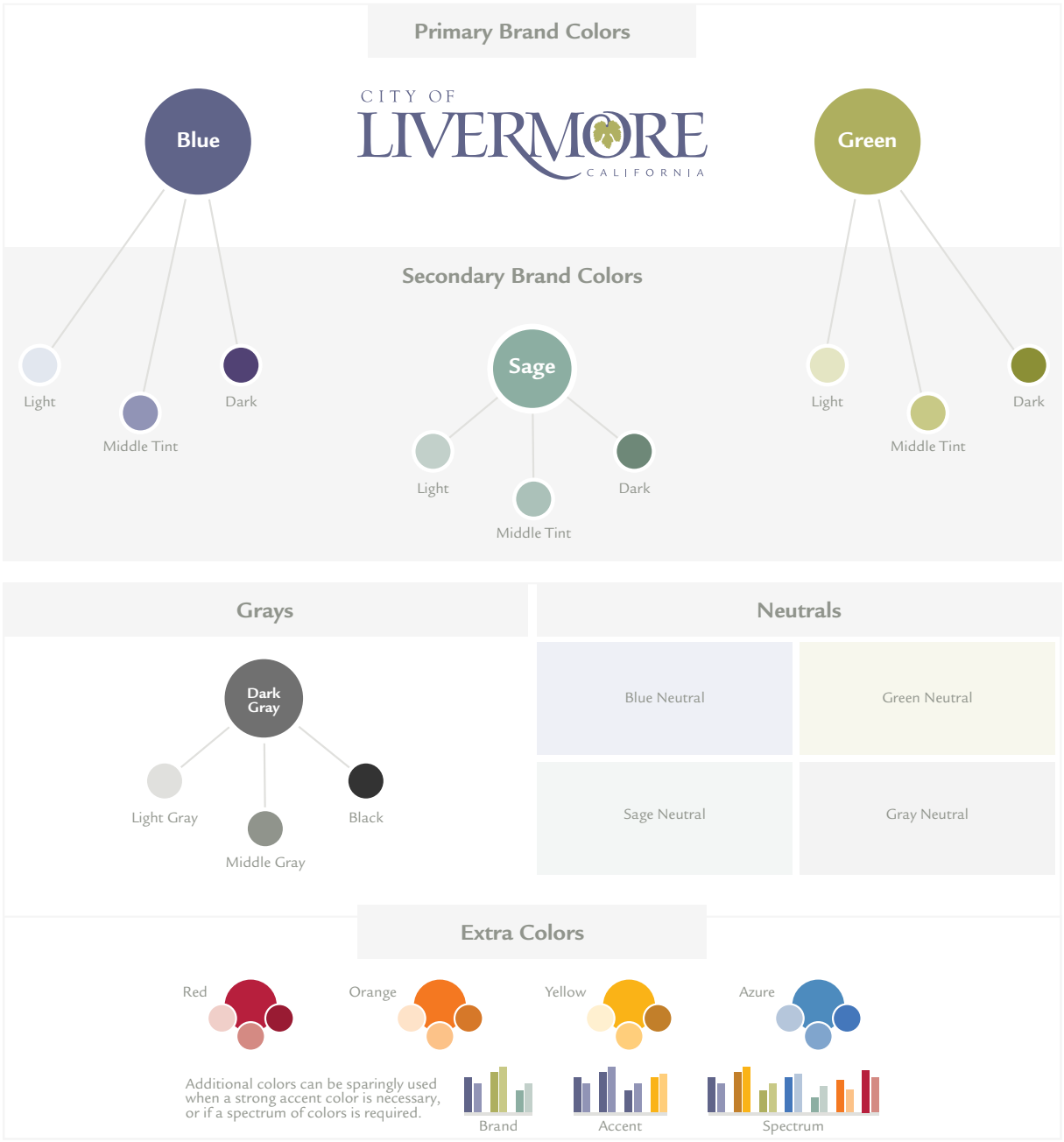
Google alternate to ITC Legacy Sans: Nunito Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).



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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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EXHIBIT E

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Livermore Valley Winegrowers Association

FOR FISCAL YEAR 2024-25

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the City of Livermore, a municipal corporation **("City")**, and Livermore Valley Opera, a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2024-25.

B. The Grantee's mission is to advance, protect, and promote the quality wines, vineyards, and experiences of the Livermore Valley Wine Country.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine Region through TASTE:The Livermore Valley Wine Experience event as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**2,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2025.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

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9. Insurance. Grantee shall procure and maintain insurance during the term of this Grant Agreement in the amounts and under the terms set forth in Exhibit "B" attached hereto against all claims that may arise from or in connection with this Grant Agreement. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

10. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell, Director
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Livermore Valley Winegrowers Association
Attn: Brandi Lombardi, Executive Director
3585 Greenville Road, Suite 4,
Livermore, CA 94550

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party**.**

13. Severability. If a court of competent jurisdiction determines a provision in this Grant Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Livermore Valley Winegrowers Association

DocuSigned by:
Brandi Lombardi
EE8BDB17BB4A4FF...

9/21/2024 | 7:24 AM PDT

By: Brandi Lombardi
Title: Executive Director

CITY OF LIVERMORE: **Dated:**

Brandon Cardwell
Director, Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

DS
ADH

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

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Tourism and Special Event Grant Request

Grant Period: July 1, 2024- June 30, 2025

* Applicant Name
Jenny O'Leary

* **Email**
[redacted]

* Phone
[redacted]

* Full Address
[redacted]

Sponsoring Non-Profit Organization
Livermore Valley Wine Community

* **Name of Event**
TASTE: The Livermore Valley Wine Experience

* **Event Date(s)**
10/17/2024-10/20/2024

* **Description of Event**
Livermore Valley's premier food and wine affair spans four delectable days from Thursday, October 17th through Sunday, October 20, 2024. The event kicks off on Thursday evening at the Bella Rosa Event Center at Garré Vineyard and Winery with "Taste Our Terroir," Livermore Valley Wine Country's Signature Food and Wine Pairing Competition. Here, 15 wineries and local chefs craft perfect culinary fusions, judged by experts and guests, culminating in a celebration with indulgent desserts and winning teams. The weekend continues with unique and intimate events, including wine tastings, winemaker dinners, vineyard tours, and more, showcasing our award-winning wines and winemakers.

* **Event Location**
Thursday night is at Bella Rosa Event Center at Garré Vineyard & Winery, but the other events take place at various wineries throughout the weekend.

Previous event dates (if applicable)
10/19/23-10/22/23

* **How will grant be used?**
The grant will be used to help with more advertising, to broaden our reach.

City contribution to prior events (if applicable)
Taste Our Terroir

* **Expected Economic Impact, including estimated attendance and visitor spending**
We anticipate an attendance of about 1000 visitors. Based on average visitor spending on accommodation, dining, and local attractions, we estimate an economic impact of around $175,000. This includes spending on lodging, meals, wine purchases, and other local activities, which will benefit the local economy and support Livermore businesses.

* **Estimated percentage (%) of attendees visiting from out of town**
40

* **Describe advertising or publicity directed at non-Livermore residents**
Our advertising targets the Sacramento area, San Jose, Silicon Valley, and the Peninsula. We are utilizing social media ads and collaborating with various advertisers to reach a broader audience and attract visitors from these regions.

* **Describe how the event will benefit Livermore**
This event aims to elevate our wine region by creating buzz and attracting newcomers. It offers multiple activities for visitors, helping to put Livermore on the map as a premier wine destination. By being the standout wine event of our region, it will highlight the unique offerings of Livermore and foster greater recognition and appreciation for our local wine industry.

What makes your event unique?
These events are exclusive to the TASTE weekend and offer collaborative winery experiences that don't normally happen throughout the year. This creates a special opportunity for attendees to enjoy unique, one-of-a-kind events that highlight the best of our wine region.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT E

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

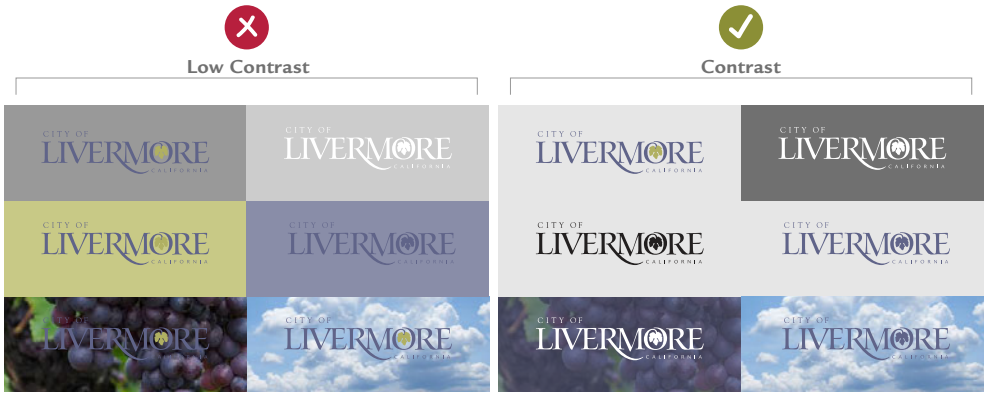
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD





STANDARD VERTICAL



STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.





TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.



FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.





DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.



NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.



ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

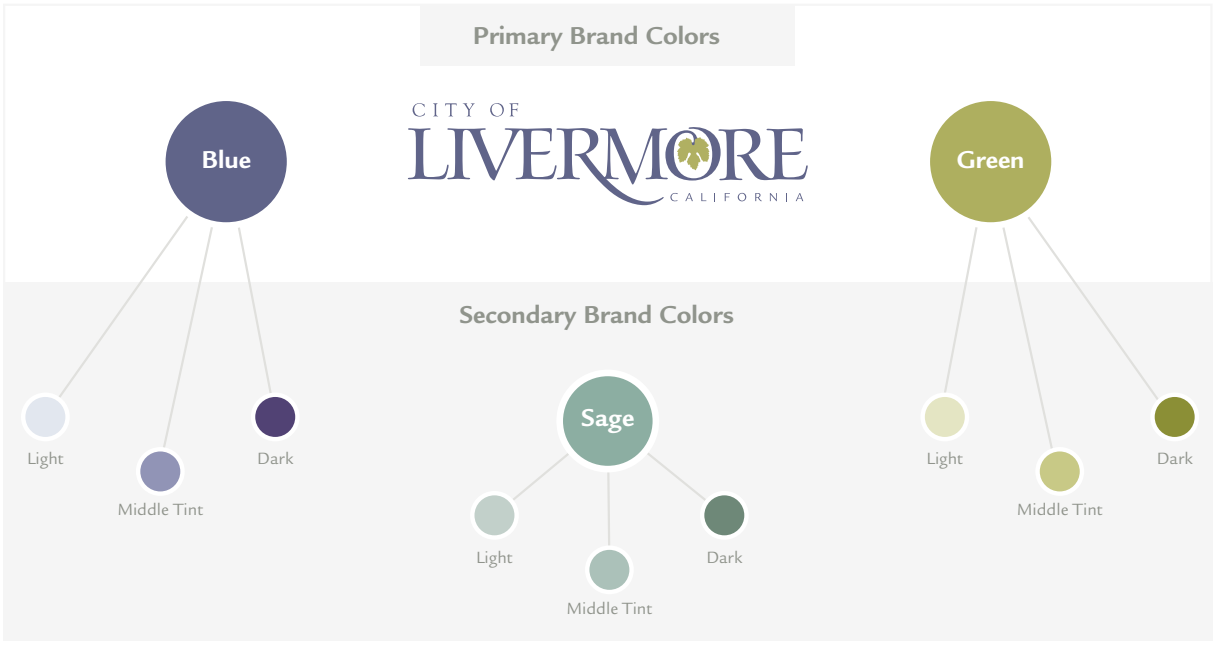
Google alternate to ITC Legacy Sans: Nunito Sans

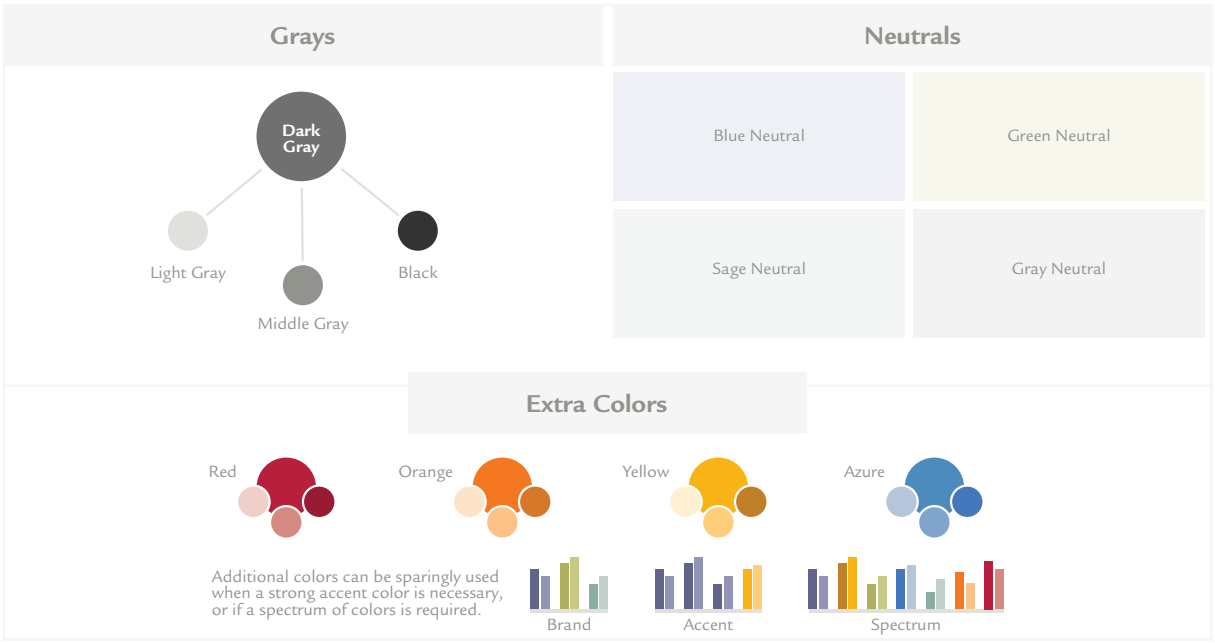
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).





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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125



Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

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GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND Rotary Club of Livermore

FOR FISCAL YEAR 2024-25

THIS AGREEMENT, entered into this _____ day of _____, 2024 between the City of Livermore, a municipal corporation **("City")**, and Rotary Club of Livermore, a California nonprofit corporation (**"Grantee"**).

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2024-25.

B. The Grantee's mission is to honor our Town's "Western Heritage", support the "Livermore Rodeo", and to provide a fun event for the community.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $2,000.00, which will enhance and support the City's marketing and economic development efforts, including by identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to market and promote the City's Downtown and historic Livermore Valley Wine Region through the Livermore Rodeo Parade event as outlined in Exhibit "A" **("Grant Activities").**

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**2,000.00** (the **"Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee.

3. Time for Performance. Grantee shall complete its Grant Activities prior to June 30, 2025.

4. Recognition of City Grant Funds Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other underwriters, in which case the City may be acknowledged as, "City of Livermore." Grantee shall display the City's logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit "C" to this Grant Agreement.

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5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee's work, as Grantee is an independent contractor.

6. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

7. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City's notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City's General Fund for reallocation.

8. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney's and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

9. Insurance. Grantee shall procure and maintain insurance during the term of this Grant Agreement in the amounts and under the terms set forth in Exhibit "B" attached hereto against all claims that may arise from or in connection with this Grant Agreement. Upon reasonable written notice, Grantee shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

10. Amendment. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

11. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY:
City of Livermore
Attn: Brandon Cardwell, Director
Innovation and Economic Development Department
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE:
Rotary Club of Livermore
Attn: Marc Roberts, Rotary Club of Livermore President
P.O. Box 845
Livermore, CA 94551

12. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party**.**

13. Severability. If a court of competent jurisdiction determines a provision in this Grant Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

14. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

EXHIBIT F

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Grant Agreement, effective on the date first written above.

GRANTEE: **Dated:**

Rotary Club of Livermore

DocuSigned by:
Marc Roberts
E8AC6B0C6475422...

10/8/2024 | 11:57 PM PDT

By: Marc Roberts
Title: Rotary Club of Livermore President

CITY OF LIVERMORE: **Dated:**

Brandon Cardwell
Director, Innovation and Economic Development

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

DS
ADH

Deputy/Assistant/City Attorney

Attachments:

Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

Docusign Envelope ID: 58346074-FA32-4291-B19F-E0197B7068F5

Tourism and Special Event Grant Request

Grant Period: July 1, 2024- June 30, 2025

* Applicant Name
Rotary Club of Livermore; Paul Szmyd, DDS

* **Email**
[redacted]

* Phone
[redacted]

* Full Address
[redacted]

Sponsoring Non-Profit Organization
Rotary Club of Livermore

* **Name of Event**
Livermore Rodeo Parade

* **Event Date(s)**
June 14, 2025

* **Description of Event**
The Livermore Rotary Rodeo Parade is held each year on the second Saturday of June in conjunction with the Livermore Rodeo. The parade includes an eclectic mix of marching bands, equestrian units, clowns, local businesses, color guard units, Cub & Boy Scout packs, Brownies & Girl Scouts, antique vehicles, dance groups, military personnel and much, much more!

* **Event Location**
Downtown Livermore, on 2nd street between Livermore Avenue and P street

Previous event dates (if applicable)
Always on the 2nd Saturday of June. This will be the 170th Livermore Rodeo Parade

* **How will grant be used?**
To offset the cost of: Advertising, Equipment, Office Supplies, Decorations, Cleanup, and Public Safety.

City contribution to prior events (if applicable)
The City awarded a Tourism Grant of $2000 for the June 8th, 2024 Livermore Rodeo Parade and has supported the parade for many years.

* **Expected Economic Impact, including estimated attendance and visitor spending**
The Rodeo Parade is operated as a non-profit group under the auspices of the Rotary Club of Livermore. The number of parade entries varies from year to year and averages 90 entries with over 2200 parade participants. According to the Livermore Police Department, parade spectators average from fifteen to eighteen thousand spectators. The Parade ends around 12:00 noon. Many of the spectators and participants go to the local downtown shops and restaurants to have lunch and also shop downtown following the parade. We want people to have plenty of time eat and shop before going to the Livermore Rodeo which starts in the afternoon. Downtown Livermore always has a large crowd following the parade. Estimated visitor spending following the parade is unknown.

* **Estimated percentage (%) of attendees visiting from out of town**
10

* **Describe advertising or publicity directed at non-Livermore residents**
Radio, Newspaper, Internet, Posters, and Direct Mail. As an official California State Horsemen's Association sanctioned event, we market to groups all over the State of California.

* **Describe how the event will benefit Livermore**
The Livermore Rodeo Parade is a major City Event each year. The parade promotes our communities Western Heritage, Supports the Livermore Rodeo, and provides a Fun Family event showcasing our community.

What makes your event unique?
Like the Livermore Rodeo, the parade promotes Livermore's Western Heritage. The has been a 170 year tradition with many of our towns families have had 3 or 4 generations having marched in the parade. Our major focus for this event is to create a community/family fun event.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

1. Commercial General Liability, including operations, products and completed operations, as applicable:
   $1,000,000/$2,000,000 aggregate per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Grantee's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy,

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including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.

4. The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Grantee shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

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EXHIBIT F

LIVERMORE
CALIFORNIA

BRAND GUIDELINES

CITY OF
LIVERMORE
CALIFORNIA

INTRODUCTION.....2

LOGO USAGE.....3

TYPOGRAPHY.....8

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INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

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LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.

Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

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Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

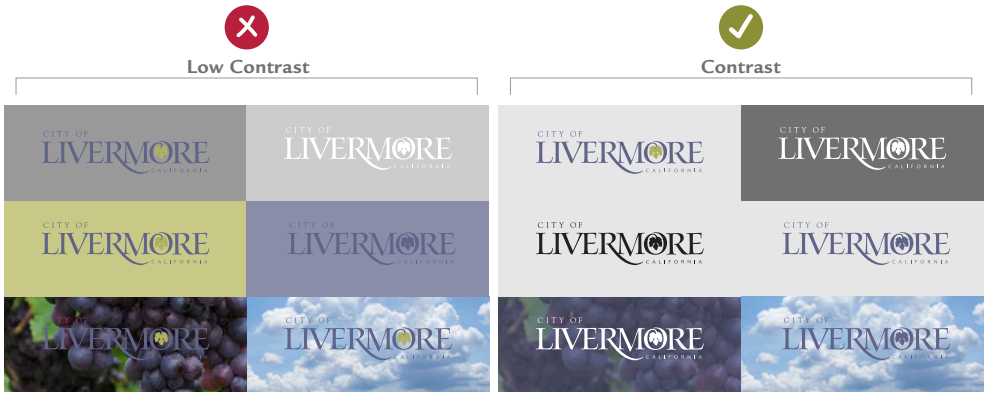
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

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Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

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Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA

THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA

WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

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Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

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TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

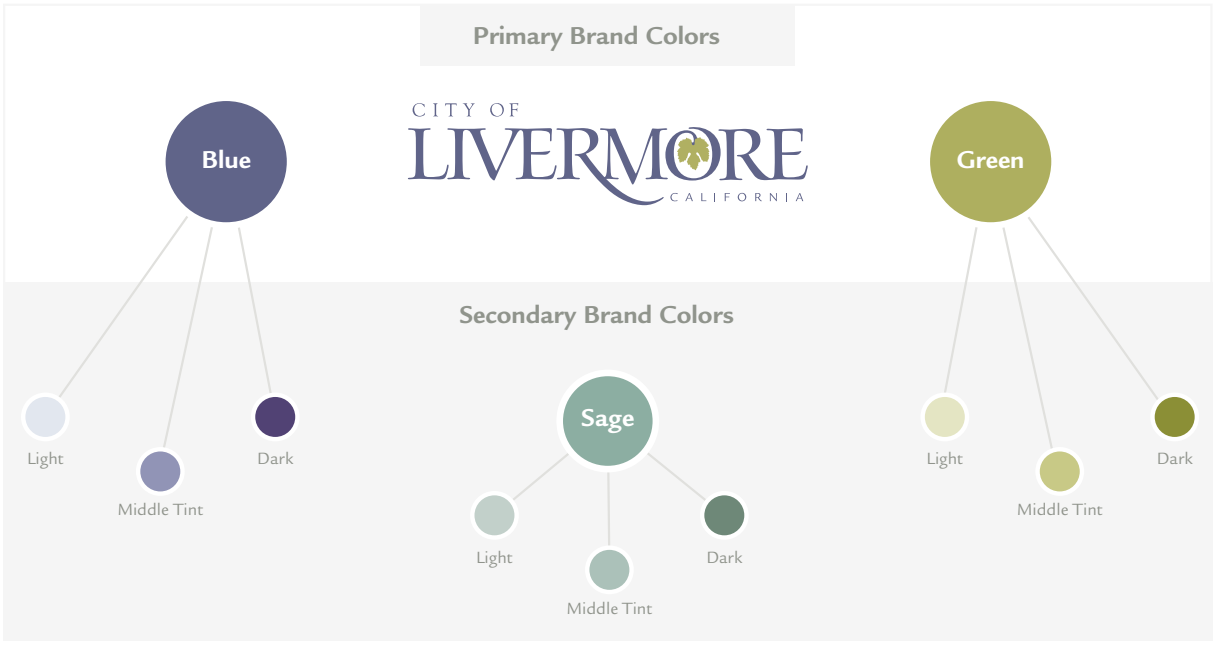
Google alternate to ITC Legacy Sans: Nunito Sans

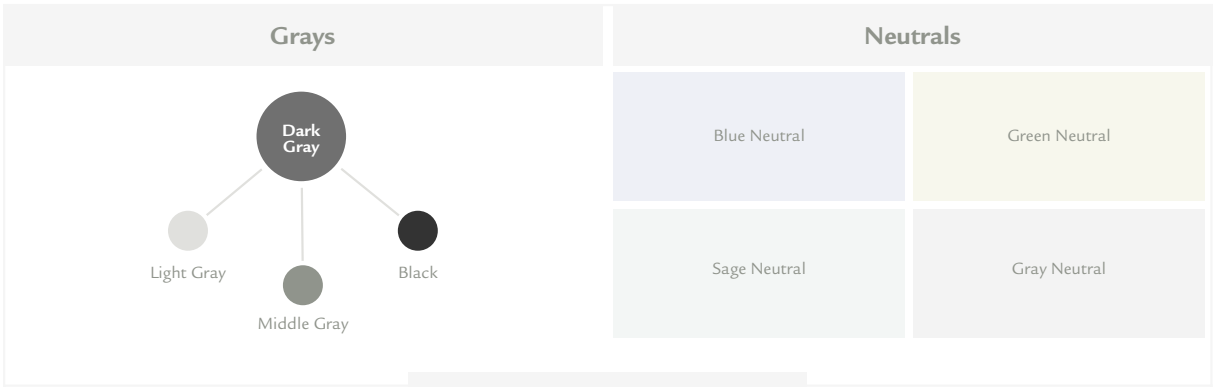
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

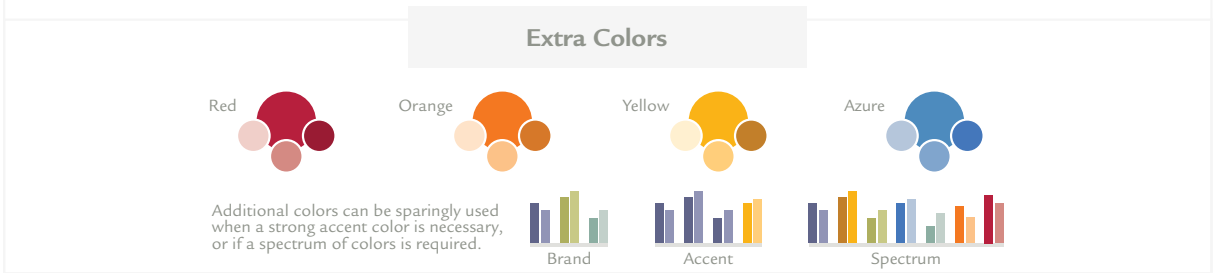
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COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).







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Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	41	11	31	6 l	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	59	36	56	4	n/a	n/a
Sage Mid		#ABCLB9	171	193	18S	24	10	19	0	50%	50%
Sage Lt		#C2DLCA	194	209	202	24	14	27	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	56	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

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FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.10**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Downtown Inc. 2023-2024 Annual Report

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. 2023-2024 Annual Report.

SUMMARY

The City of Livermore's agreement with Livermore Downtown Inc. (LDI) requires that LDI provide an annual report outlining its accomplishments during the previous fiscal year and describing the organization's goals for the coming year.

Staff recommends the City Council accept the Livermore Downtown Inc. 2023-2024 Annual Report (Exhibit A to the resolution).

DISCUSSION

On September 13, 2023, the City Council authorized the City Manager to execute an agreement to provide grant funding to Livermore Downtown Inc. (LDI) for FY 2023-2024. The grant agreement was executed to enhance economic growth, assist downtown businesses, and promote the downtown and the City of Livermore.

The City's agreement with LDI requires that they provide an annual report outlining their accomplishments during the previous fiscal year and describing the organization's goals for the coming year. A copy of LDI's 2023-2024 Annual Report (Exhibit A to the resolution) is attached, which details the events and services provided to the City and Downtown merchants.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no additional fiscal or administrative impacts for accepting this report. The City's grant agreement with LDI for FY 2024-25 is in process and will be presented for Council approval in November

2024.

COMMUNITY PILLAR

2: Economy that prospers

GOAL

2: Diversification/Resilience

ATTACHMENTS

1. Resolution
2. Exhibit A - Livermore Downtown 2023-2024 Annual Report

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE LIVERMORE DOWNTOWN, INC. 2023-2024 ANNUAL REPORT

On September 13, 2023, the City Council authorized the City Manager to execute an agreement to provide funding to Livermore Downtown, Inc. (LDI) for fiscal year (FY) 2023-2024. The terms and conditions of the agreement between the City of Livermore and LDI require LDI to report its accomplishments during the previous year to the City and to describe the organization's goals for the upcoming year. LDI's 2023-2024 Annual Report, attached here as Exhibit A, details the events and services LDI provided during FY 2023-2024, and the report was provided to the City and Downtown merchants as required by the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby accepts LDI's 2023-2024 Annual Report, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024 by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Livermore Downtown, Inc. 2023-2024 Annual Report

LIVERMORE DOWNTOWN

CALIFORNIA

Where Brilliance Thrives!







2023-2024 Annual Report

To: Brandon Cardwell
Innovation and Economic Development Director

From: Ruby Lopez-Villarreal
LDI Executive Director

It is our privilege to present the 2023/2024 Annual Report, in line with our partnership with the City of Livermore.

During the 2023/2024 year, Livermore Downtown Inc. experienced a vibrant resurgence, characterized by strong community engagement, the opening of new businesses and successful events. LDI played a crucial role as an advocate for local businesses, facilitating communication among stakeholders and providing essential resources and training. As a recognized National and California Main Street Program, we remained committed to promoting economic growth and enhancing the downtown experience, setting the stage for Livermore's increased visibility on the national level. Overall, it was a year of growth, collaboration, and renewed energy for downtown Livermore.

LDI has consistently been a steadfast advocate for our downtown business community and an essential ally to the City of Livermore. We effectively communicated vital information on topics such as ongoing construction projects, outdoor dining policies, sustainability, homelessness, and ABC training in collaboration with the City of Livermore and the Livermore Police Department.

Looking ahead, LDI is eager to further strengthen this vital partnership, enhancing the downtown experience and elevating Livermore’s profile on the national stage.

Together, we can position Livermore as a leader in tourism, hospitality, innovation, and business. We truly believe that when the heart of Livermore is healthy, the entire community will thrive.

Ruby Lopez-Villarreal
Executive Director, Livermore Downtown Inc.

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Business Communications - Economic Vitality - Promotion - Design

LIVERMORE DOWNTOWN INC CALIFORNIA

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

About Livermore Downtown Inc

Livermore Downtown Inc., is a 501(c)3 Non-Profit, dedicated to the economic health and vitality of downtown Livermore. Livermore Downtown Inc. is a certified National Main Street Program and 2009 Great American Main Street Award recipient. LDI is dedicated to focusing on the National Main Street's Four Point Approach to Downtown Revitalization.

Vision

Livermore Downtown Inc is committed to keeping the heart of Livermore strong so the entire community can thrive.

Mission

Livermore Downtown Inc., is a 501(c)3 Non-Profit, dedicated to the economic health and vitality of downtown Livermore. Livermore Downtown Inc. is a certified National Main Street Program and 2009 Great American Main Street Award recipient. LDI is dedicated to focusing on the National Main Street's Four Point Approach to Downtown Revitalization.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Business Communications - Economic Vitality - Promotion - Design

Livermore Downtown Inc provides support to the City of Livermore and the local businesses by managing the roster of property owners and tenants in Downtown Livermore, providing on-going tenant and property owner outreach and fostering positive working relationships. LDI supports businesses with permitting and compliance issues while also serving as the conduit between city leaders and departments and the downtown businesses. LDI assists the City of Livermore in identifying downtown design elements and activating spaces and programs vital to the Downtown and City. LDI hosts monthly outreach meetings as well develops new meetings and communication initiatives with local partners covering critical issues that impact downtown and the city such as homelessness, ABC laws and the City's Climate Action Plan.



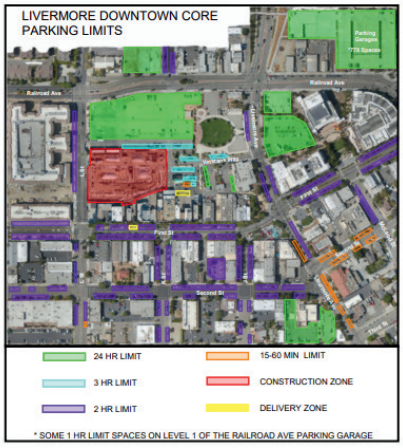
Business Communications & Economic Vitality



ONGOING MONTHLY CONSTRUCTION MEETINGS

Livermore Downtown Inc hosts monthly construction meetings to keep downtown merchants informed about ongoing projects in the district. These meetings bring together not only local business owners but also representatives from collaborating organizations such as the City of Livermore, Maroon Bear, Comcast, AT&T, PG&E, unity. California Water Service, and other key community partners. During these regular gatherings, merchants have the opportunity to ask questions and provide feedback, fostering positive working relationships among all parties involved. This collaboration helps Livermore Downtown Inc identify and develop solutions to mitigate potential negative economic impacts from construction activities. As a vital conduit of communication between the City of Livermore and downtown merchants, Livermore Downtown Inc educates businesses on city plans, processes, and protocols. We record each monthly meeting and share the recordings with all downtown businesses, ensuring that anyone who may have missed a session can catch up or share the information with their staff. Additionally, LDI sends email and text notifications about upcoming construction and any developments that may impact downtown businesses, such as street closures. This proactive approach helps keep everyone informed and engaged, contributing to a stronger and more connected downtown community.

PARKING ENFORCEMENT POLICIES



In December 2023, Livermore Downtown Inc collaborated with downtown businesses and the City of Livermore to update parking limits in the area. Through our downtown meetings, we identified a strong desire among merchants for enhanced parking support, particularly regarding enforcement. The goal was to encourage more shopping and dining while reducing long-term parking along main corridors. To address these needs, Livermore Downtown Inc worked closely with the city to survey local businesses and gather feedback on their specific requirements. This outreach allowed us to develop a new parking plan that provides additional support for our downtown merchants, fostering a more vibrant shopping and dining experience for the community. Together, we're committed to enhancing the downtown atmosphere and ensuring it remains a thriving destination for all.



CLIMATE ACTION PLAN SUPPORT

In 2023, Livermore Downtown Inc collaborated with the City's Climate Action Plan team to support sustainability initiatives. We facilitated connections between downtown businesses and the team, helping to disseminate information and distribute surveys as needed. To ensure effective communication, Livermore Downtown Inc designated representatives to serve as liaisons for both LDI and the downtown businesses. Bryan Wingen, a downtown business owner and LDI Board President, actively participated in meetings, providing valuable insights and advocating for the perspectives of downtown merchants. This partnership not only strengthens our community's commitment to sustainability but also ensures that local businesses are involved in shaping initiatives that impact them.

J BLOCK REDESIGN



In 2023/2024, Livermore Downtown Inc organized several meetings with the businesses surrounding Flag Pole Plaza, collectively known as the J Block businesses. LDI facilitated discussions and shared various renderings and options for the redesign. Acting as the principal point of contact, we gathered feedback and addressed concerns to ensure the redesign meets the needs of the affected businesses. Key issues considered include ABC compliance, equity in shared spaces, the creation of an area for live music, and improvements such as removing the blue stone, leveling the steps, and adding outdoor heating, lighting, and shading. Although we are still in the early phases of this project, we are committed to ongoing impact mitigation throughout the process. We are collaborating with the city on communication efforts to keep everyone informed and are focused on minimizing closures and ensuring accessibility for the impacted businesses. Together, we aim to create a vibrant and functional space for all the community and the downtown stakeholders.



CARNEGIE PARK EAST SIDE PLANS

In September 2023, Livermore Downtown Inc met with the City of Livermore Public Works Department to discuss developing the east side of Carnegie Park. We shared feedback on how to best activate the park, emphasizing the creation of a "tot lot" in the northeastern quadrant. This space would provide downtown families with a safe and inviting area to gather and play, addressing a critical need in our growing downtown community. The "tot lot" would enhance year-round park visibility, deter negative behavior through the presence of families, and increase foot traffic to downtown businesses, benefiting local merchants. LDI envisions an educational and engaging space, incorporating historical facts and learning opportunities into the park's design. By partnering with local organizations, we aim to create a vibrant community hub that enriches the downtown experience for everyone.

COUNTY PARTNERSHIP BRINGS FUNDING



In September 2023, Livermore Downtown Inc met with Alameda County Supervisor David Haubert to discuss ongoing support for the Livermore downtown business community. During this meeting, LDI presented its annual report to Supervisor Haubert and his team, exploring various ways the county could continue to assist the downtown area. We are pleased to share that Supervisor Haubert granted Livermore Downtown Inc $40,000 to support our ongoing business initiatives in downtown Livermore. This funding will help us enhance our efforts to promote and support local businesses. We are grateful for this partnership and look forward to the positive impact it will have on our local merchants.



BLACKSMITH SQUARE EXPANSION

Livermore Downtown Inc partnered with Maroon Bear for the groundbreaking of the Blacksmith Square expansion. LDI supported the event by assisting with the press release, inviting dignitaries, and actively participating in the ceremony. Additionally, we promoted the expansion through targeted marketing efforts. Board President Bryan Wingen of Wingen Bakery graciously provided refreshments and coffee for attendees. This collaboration has strengthened our relationship with Maroon Bear as we work together to support businesses during the expansion project.



WORK IN DOWNTOWN LIVERMORE

This year, Livermore Downtown Inc is excited to introduce a new feature on our website designed to support downtown businesses. Our analytics indicate that the LDI website performs exceptionally well in search engine results, consistently appearing at the top. However, we've also recognized that staffing levels have not fully recovered post covid. To assist downtown businesses in their hiring efforts, LDI has developed a new webpage where businesses can post job openings FREE of charge. This feature not only helps businesses with staff retention but also contributes to overall business retention in the community. We're committed to supporting our downtown partners as they rebuild and thrive in this evolving landscape!

BUSINESS COMMUNICATIONS



In 2023/2024, Livermore Downtown Inc continued to enhance our digital communication and resource management to benefit both downtown businesses and the broader Livermore community. We maintain a text notification system to provide critical, time-sensitive updates that impact local businesses. Additionally, our website features a dedicated page where businesses can access regular updates on ongoing construction projects. We also manage a digital asset library filled with photos and videos from downtown events, including youtube and which is available to the greater community. Furthermore, we record construction meetings to ensure that merchants stay informed and engaged with potential impacts. LDI remains committed to identifying and implementing support methods that foster the longevity and success of our downtown business community. Together, we aim to create a thriving environment that benefits everyone involved.



MAINTAIN DOWNTOWN PROPERTY ROSTER

Livermore Downtown Inc maintains the downtown property roster, with regular ongoing updates as well as an annual audit. In 2023/2024, Livermore Downtown Inc broke down the entire downtown property roster amongst the staff and board of directors within our partner program to ensure that information was up to date and more importantly, that every business had a personal connection with Livermore Downtown Inc. Each individual was responsible for reaching out personally to the business in their group and as LDI strives to continue to nurture positive and personal working relationships with the businesses.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Design

THE LOT ON FIRST STREET

In July of 2023, Livermore Downtown Inc created a webpage on the Livermore Downtown Inc website dedicated to The Lot on First Street.



This website serves as an easy online portal for applying to utilize the public space for community business support needs, particularly Livermore Valley Made Vendors. Livermore Downtown Inc created a clear application process that outlines the uses of the space, the fees associated and the requirements such as licenses, permits and insurances.



HOMELESS LIAISON PROGRAM



September of 2023, Livermore Downtown Inc spearheaded a new meeting and deepened the relationship with LPD's Homeless Liaison Unit. LDI, held a meeting with LPD and the downtown merchants where we discussed what the Homeless Liaison unit does, how we we can work together to better serve and support the unhoused community and also how to respond to incidents. We also discussed ways to prevent and deter negative behaviors around our businesses, while still being supportive.



WAYFINDING AND SIGNAGE SUPPORT

Livermore Downtown Inc has monthly meetings in which LDI consults the City of Livermore on the needs of the downtown businesses. This year LDI identified several signage needs to support our downtown businesses and the greater community. Developing new parking signs and sign locations as a wayfinding piece for patrons to find parking. LDI also identified needs for parking guidelines and additional signs for companies doing construction downtown as a way to preserve prime parking for patrons.

NEIGHBORHOOD PRESERVATION



Livermore Downtown Inc works with the downtown code enforcement officer on a regular basis educating businesses on city code and polices, such as outdoor dining polices and outdoor signage. LDI provides advocacy to the businesses while providing support to the city to ensure adherence and equity.

Promotion



LLIWS RETURNS TO DOWNTOWN

In Summer of 2023, LDI partnered with the Little League Intermediate World Series to bring the opening ceremonies back to downtown Livermore. LDI connected the LLIWS committee with downtown businesses to offer support with donations and opening ceremony needs. In addition, LDI also connected the Livermore Valley Arts and the Livermore Cultural Arts groups with the LLIWS committee offering an opportunity to cross promote the groups. The LLIWS opening ceremonies brought businesses to downtown Livermore and promoted Livermore as a destination to tourists.

EXECUTIVE DIRECTOR RECOGNIZED

FEATURED IN SAN FRANCISCO BUSINESS TIMES



In August of 2024, Executive Director, Ruby Lopez-Villarreal was recognized by Innovation Tri-Valley as one of the 20 under 40ish innovators in the Tri-Valley in the San Francisco Business Times. Ruby was recognized for her leadership skills and innovation in driving the Tri-Valley 2040 vision.

ITV Co-Chair stated, “The 20 Under 40ish award winners are playing a pivotal role in delivering on the region’s vision of its own future.” This recognition further promoted Livermore Downtown Inc and promoted Downtown Livermore as a key player and destination in the Tri-Valley.



DOWNTOWN HOLIDAY GIFT GUIDE EPISODE WITH LOVE LIVERMORE

In November of 2023, LDI partnered with local community ambassadors, Love Livermore, to create and promote a Downtown Holiday Gift Guide. A video was produced and shared with the community marketing downtown as the ultimate shopping destination highlighting places to shop, dine and experience during the holidays. We also held a community contest, giving away a prize pack to further draw patrons to downtown Livermore.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Promotion via Partnerships & Relationship Management

Livermore Downtown Inc is dedicated to fostering strong and reliable relationships within our downtown community and beyond. We understand that building and maintaining positive connections with stakeholders is essential for the growth and sustainability of our city. Acting as a bridge between the City and downtown, we also connect key partners with potential collaborators to enhance our vibrant business ecosystem. Together, we can drive Livermore's continued success!



Key Partners & Relationships

Livermore continues to nurture strong relationships with a variety of local partners, including Tri-Valley Community Television, Livermore Valley Made Makers, Livermore Cultural Arts Council, Livermore Valley Chamber of Commerce, Livermore Cultural Arts Center, LLNL, Little League Intermediate World Series, The Livermore Rodeo Foundation, Stockmen's Association, Visit Tri-Valley, and Innovation Tri-Valley, among others. These partnerships enhance our community initiatives and contribute to the vibrant, interconnected atmosphere of Livermore, fostering economic growth and cultural enrichment throughout the area. In addition to these established partnerships, Livermore Downtown Inc has also developed key collaborations with the following organizations:



LEGACY AT LIVERMORE

In 2022-2023, Livermore Downtown Inc launched a program to welcome new residents to the Luxury Apartments of Legacy at Livermore. LDI spearheaded this initiative by recruiting participating businesses to contribute to 222 welcome baskets for new community residents. Each basket included special offers to visit downtown businesses, a directory of all downtown merchants, and a dedicated webpage showcasing these offers. LDI is proud to have successfully completed this initiative. The primary goal of the initiative was to introduce residents to downtown Livermore and highlight the convenience of having essential amenities within walking distance. By fostering relationships between residents and local businesses, we aim to encourage community engagement, reduce carbon emissions through promoting our walkable downtown, and keep local dollars within the community. This program is a vital step in building a strong, interconnected downtown ecosystem!

CALIFONIA & NATIONAL AFFILIATION

Livermore Downtown Inc remains a prominent member of both the California Main Street Association and the National Main Street Association, actively participating in monthly meetings to address issues affecting downtown businesses and collaboratively seeking solutions tailored to the industries within main street districts. These national and state affiliations not only elevate Livermore's profile on the broader stage but also provide targeted support aligned with our shared goals.

Key Partners & Relationships

CONTINUED



LOVE LIVERMORE

This year, Livermore Downtown Inc partnered with local community ambassadors Robyn Annicchero and Nicole Nicolay of Love Livermore to produce a "Holiday Gift Guide: Downtown Edition" video shared across social media. This video promoted downtown Livermore as a prime holiday shopping destination while showcasing several local businesses. In addition, LDI created a parking video featuring the Love Livermore ladies and LDI Board Members Aurora Nava and Jeremy Troupe-Masi, highlighting the ease of parking and the walkability of downtown Livermore. This video is set to release for the 2024 Holiday Season. We also invited the Love Livermore team to act as announcers at the Sights and Sounds Holiday Parade, further enhancing our collaborative efforts. Looking ahead, LDI has exciting plans for future collaborations with Love Livermore, recognizing the value of partnering with them as they cultivate a positive environment in Livermore and support local businesses. Together, we are dedicated to fostering community spirit and encouraging residents to support local.



QUEST SCIENCE

Livermore Downtown Inc regularly partners with Quest Science Center to enhance community engagement. We proudly invite Quest Science to be a featured partner at events like Family First Night and our Kidz Town Halloween Hay Day. LDI supports Quest by promoting their fun, family-oriented events and hands-on activities, helping to draw families to downtown Livermore. We recognize the immense value that Quest brings to our community and look forward to continuing our mutual support as our nonprofit organizations collaborate to create enriching experiences for families in Livermore.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Supporting Business Via Social Media & Website

Livermore Downtown Inc is dedicated to maintaining its leadership in social media engagement across the Livermore Valley. Our Instagram account, @livermoredowntown, has become a preferred source for information about downtown happenings and events, serving both local residents and visitors as a key resource for tourism.

We prioritize following social media and internet best practices while continually exploring innovative ways to engage our audience. Partnerships are essential to our growth and sustainability, allowing us to effectively promote downtown Livermore as a vibrant destination while growing our active and engaged following. Through these efforts, we aim to foster a strong sense of community and encourage ongoing participation in the dynamic events and offerings available in our area.

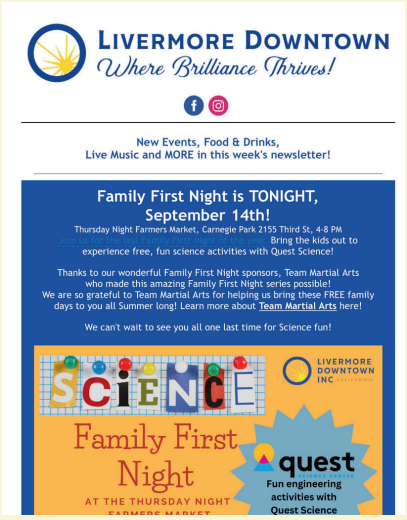


Social Media Growth

In 2023-2024, Livermore Downtown Inc experienced continued growth and success in promoting our initiatives through social media. We have worked diligently to strengthen partnerships with stakeholders across the downtown area, the Livermore Valley, the Tri-Valley, the Bay Area, and beyond, recognizing that collaborations are essential for growth. Through joint promotions with local businesses and partnering organizations, we have nearly doubled last year's growth yet again.



By utilizing unique and user-generated content, we deliver timely and relevant updates daily. Our social media platforms also play a crucial role in raising community awareness about ongoing construction projects and developments downtown, fostering community buy-in and engagement. LDI provides a positive space for the community to stay informed about upcoming events, entertainment, and uplifting news, serving as a valuable resource for all stakeholders.nc's platforms.



Additionally, Livermore Downtown Inc produces a weekly Events and Entertainment newsletter distributed to nearly 7,000 readers. This newsletter allows subscribers to click on event links, purchase tickets, watch videos, and download flyers, maps, and other documents. Analytics show that our social media and weekly newsletter have been effective tools for promoting partner events, with many partners reporting that the majority of their ticket sales originate from links associated with Livermore Downtown Inc's platforms.

Social Media Growth

In 2021-2022, we gained 1,000 new followers on Instagram, followed by an increase of nearly 2,000 in 2022-2023. This year, we added another 2,000 followers, bringing our total to over 10.6k as of June and 11.2k as of September 2024. This achievement makes @livermoredowntown the most followed Instagram account managed by a single city entity in the Tri-Valley Area.



Our continued growth is also evident on Facebook, where @livermoredowntown has nearly 24,500 followers, making it the most followed hospitality, tourism, and event-based group in the Livermore Valley.



We have 1,000 more followers than Visit Tri-Valley, 8,000 more than "Love Livermore," and approximately 20,000 more than the Livermore Valley Chamber of Commerce. Additionally, we have over 15,000 more Facebook followers than The City of Livermore.

Overall, Livermore Downtown Inc boasts an active, engaged following of over 35,600 across all platforms, underscoring the importance of social media partnerships in promoting our collective initiatives.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Promotions & Events

Promotions and events are essential to Livermore Downtown Inc's vision of "keeping the heart of Livermore strong so the entire community can thrive." Our festivals and events not only enhance the vibrancy and visibility of Livermore as a local destination but also promote it on a national scale.

By focusing on our downtown district and the Livermore Valley, we aim to create a positive economic impact while directly supporting local businesses. Our events provide a platform for regional organizations to shine, allowing Livermore to showcase its western heritage and its rich history in science and innovation, arts and culture, and our renowned beer and wine region. We believe that those who visit Downtown Livermore for our events will find countless reasons to return!

Livermore Downtown Inc. produces the following events in Downtown Livermore:



Livermore Downtown Farmers Market



YEAR-ROUND SUNDAY MARKET & THURSDAY SUMMER MARKET

LDI continues to move forward with local market operator, Foragers Market with the shared goals of curating the best farmers' market experience in the Tri-Valley. Our market focuses on community engagement, quality vendors, and as always, an emphasis on Livermore Valley Made. The market not only provides an economic boost to local growers and vendors, but also for the downtown business community as it draws in patrons who come to shop produce and stay to shop, dine and experience downtown.

CHALLENGES



Despite maintaining the same foot traffic and customer attendance, this season we noticed a drop in consumer spending. This reduction in spending has resulted in a 12-18% decline in revenue for the majority of vendors.

The current economic climate has led many consumers to tighten their budgets, prioritizing essential expenses over discretionary purchases like artisanal goods and specialty items typically found at farmers' markets.

In an attempt to aid the market and our vendors, we have enhanced our marketing efforts to attract more visitors. Our vendors have been offering promotions or discounts to encourage spending, as well as creating bundled items and offering less expensive options to offer more cost-effective solutions for customers.

Additionally, we have made a push to educate the community and local businesses about the importance of supporting local farmers and the long-term benefits of investing in locally-produced goods. Studies have shown that “every dollar spent at farmers markets led to an additional $0.58 – $1.36 in sales at other nearby businesses.” Data collected from other farmer's markets and the USDA have shown time after time that farmer's markets create stimulation in local economies, as well as increased tax revenues for the city the farmer's market resides in.

Read more below:
(https://farmersmarketcoalition.org/education/stimulate-local-economies/#_edn4)

Livermore Downtown Farmers Market



SUCCESSES

COMMUNITY PARTNERSHIPS

By partnering with Culinary Angels and Plate to People we have been able to donate a total of 3,673 pounds of food. Culinary Angels and Plate to People are local non-profit organizations that provide meals to those in need as well as cancer patients. That is over $11,000 worth of food going to those in need!

SUCCESS STORIES

A major component of Foragers Market and the Livermore Farmers Market is to incubate and assist small businesses at the farmers market and beyond. In 2024, we are proud to have been able to provide a venue for a Livermore local food vendor to cultivate their business to growth beyond the market. Smoke Cellar BBQ is a Livermore local business that started at the Livermore Thursday Night Market and eventually the Livermore Sunday Farmers Market. Ran by Drew Willard and his family and friends he has built a cult following for his Texas Style BBQ allowing them to grow and expand to a greater customer base.





FOOD ACCESSIBILITY

EQUITABLE ACCESS TO FOOD

Through our market's continued efforts with SNAP EBT, Food Stamps, WIC, and CalFresh, we have been able to distribute over $30,000 since inception for families to spend on healthy food and produce options.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Livermore Downtown Farmers Market

ECONOMIC IMPACT

CULTIVATING LOCAL LIVERMORE BUSINESSES

Part of our mission is to incubate, nurture, and energize local entrepreneurship to create self-sustaining businesses, especially for Livermore locals. Since 2020, we have incubated and onboarded 34 Livermore-based businesses. In 2024, we added another 6 Livermore-based food/farm/craft businesses. This does not include the numerous LDI-partner booths that pop up weekly at the market.

Please refer to the list on the right displaying the current 2024 Livermore-local businesses and vendors.

Anthony Scott Catering	The Mego Kitchen
Birdhouse Beef and Burgers (new)	Rose Ranch Eggs
Charlie MJ Home Decor	Pastabilities
Color of Fresh	Papa's Dumpling
Cross Road Growers	PG Organix
Dan Marciel Farms	Sausage King
Gerard'Z Honeybees	Vanilla Bakery (new)
Harina Baked Goods	Butter and Batter (new)
Monster Pad Thai (new)	Revenue
The Ranch at Birch Creek (new)	Tri-Valley Woodworks
Traditions Meat Company (new)	

CULTIVATING AGRICULTURAL OFFERINGS

In addition to the 12 agricultural vendors added to the market in 2023 and furthering the goal of agricultural abundance at the market, we added 14 agricultural-based businesses in 2024.

Please refer to the list on the right displaying the current 14 agricultural-based businesses,

Santa Rosa Company	Fresh Cut Flowers
Ledesma Family Farm	Organic Vegetables and Melons
Mission Fresh Fish	Fresh Caught Seafood
She Urban Farms	Papa's Dumpling
Narci Organic Farm	Organic Vegetables
Prather Beef	Pasture Raised Beef
Fungi Farms	Gourmet Mushrooms
Paulo Sausage	Unique Pork and Chicken Sausages
Traditions Meat Company	Meat and Poultry
Red Barn Ranch	Jams, Pickles and Preserves
Sullivan Ranch	Chicken Ranch
Birdhouse Ranch	Read to heat burgers, beef
Shawn Jay Produce	Fresh Asian Vegetables
Floresco Flower Farm	Fresh Cut Flowers

Livermore Downtown Farmers Market

CULTIVATING UNIQUE OFFERINGS



We were the first Farmers Market to allow the sale of CBD and hemp-based products. We strive to offer unique and best-in-class services and products to the Livermore Farmers Market, constantly foraging for the next new product or hidden gem.
In 2024 we added Fungi Foods which is a 100% vegan-based hot food vendor. Serving classic menu items entirely made of mushrooms that are grown and harvested by Owner, Jake Stolz.



Another vendor highlight is Living Flora. With all the rage and popularity among fermented food and beverages, we are happy to add this widely popular category to the Livermore Farmers Market. Living Flora offers their canned water kefir drinks, packed with probiotics and skipping the artificial ingredients, caffeine, and high sugar content.



Another unique add for 2024 is Birdhouse Ranch. Birdhouse Ranch is a multi-ethnic, family-owned and operated cattle ranch located in the sunny hills of Livermore. Birdhouse Ranch cows are grass-fed and grass-finished, never given any synthetic hormones or antibiotics. Each Sunday, Birdhouse Ranch not only sells their butchered beef and Criollo but cooks them onsite to make delectable burgers and tallow fries. A true farm-to-table experience.

Livermore Downtown Farmers Market

SOCIAL MEDIA MARKETING

STEADY GROWTH CONTINUES ON SOCIAL CHANNELS

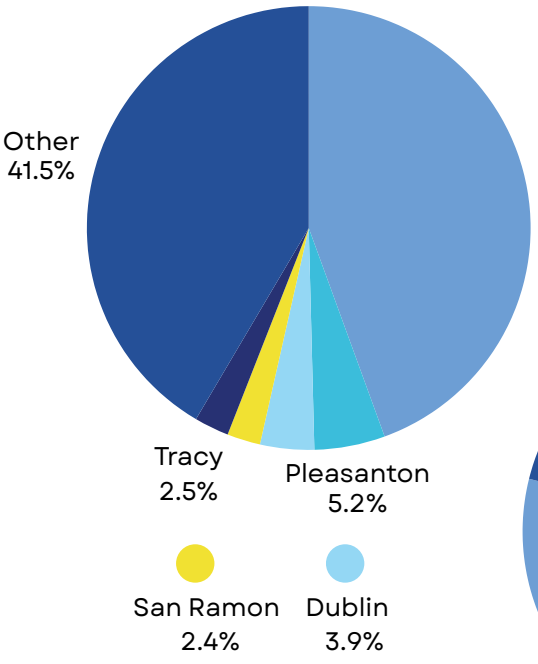
Foragers Market promotes and engages on Livermore Farmers Market's social media channels weekly. We have grown to 8.3k followers in 2024. Our social media plan is to promote Livermore Downtown as a destination place to experience the best farmers market in the entire Tri-Valley region. The use of high-quality photography, storytelling, and active community engagement has allowed us this rapid social following. We run a combination of social media ads through Facebook and Instagram, paper and print in local editorials, and traditional leafleting in neighborhoods and downtown. All marketing material is updated annually, our strategy is highly targeted based on seasonality, and all marketing efforts run year-round.

DEMOGRAPHICS

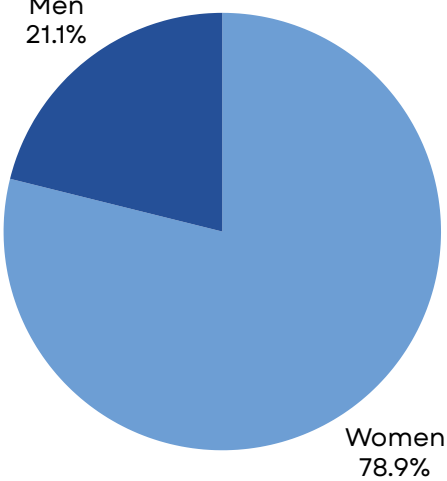
We now attract over 3,500 unique visitors from all over the Bay Area to our popular Sunday Farmers Market. Our Thursday Night Farmers Market is slightly lower, with around 2,500 visitors each week with heavy local attendance.

Beakdown of the 8.3K Instagram Followers

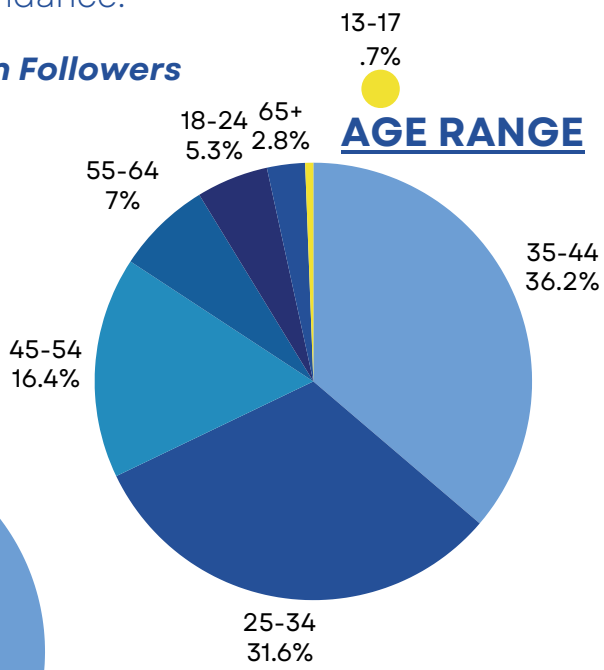
CITY



GENDER



AGE RANGE



LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Family First Nights



CULTIVATING COMMUNITY

SEASONAL MARKET BRINGS FAMILIES TO DOWNTOWN

The Livermore Downtown Farmers Market hosts a Seasonal Thursday Summer Market, with the first Thursday of each month from June through September dedicated to Family First Night. During these special evenings, Livermore Downtown Inc collaborates with community partners and local businesses to create a vibrant, family-friendly experience filled with fun activities for children School, and SPARC.

Family First Night offers a fantastic platform for local businesses to showcase their services while providing engaging experiences for kids. It also highlights local non-profits and youth organizations, allowing them to share their missions with our enthusiastic audience. This year, we partnered with a variety of organizations, including Quest Science Center, LARPD, Del Arroyo 4-H Club, Livermore Rodeo Association, Livermore Artist Association, Granada High School, and SPARC.





We also invited local musicians to perform family-friendly music, creating a lively atmosphere. In Summer 2023, we featured a local author who launched her new children's book, complete with a reading and giveaways. Additionally, Team Martial Arts served as the official sponsor for Family First Night, helping us bring enriching activities and experiences to local families each month. Together, we fostered a sense of community while drawing visitors to downtown Livermore!









LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Thirsty Thursdays



ENGAGEMENT VIA COLLABORATION

THIRSTY THURSDAY PROVIDES PLATFORM FOR LOCAL ORGANIZATIONS TO PROMOTE WITHIN THE COMMUNITY.

Thirsty Thursday has become a beloved seasonal event in Livermore, taking place on the third Thursday of each month from June through September during the summer Farmers Market. This event provides a unique opportunity for local wineries and breweries to showcase their products to the Tri-Valley community.



Livermore Downtown Inc handles all event logistics, including the ABC license, event tenting, ice, volunteers, and marketing support. In 2023, we partnered with exceptional local wineries such as Steven Kent Winery, Charles R. Vineyards, Cuda Ridge Wines, and Las Positas Vineyards, as well as breweries like Sierra Nevada, Pennyweight Craft Brewing, Altamont Beer Works, and Shadow Puppet Brewing Co.



Local businesses eagerly seize the opportunity to connect with potential customers at the Farmers Market. In 2023, Livermore Downtown Inc proudly hosted over 30 local businesses at Thirsty Thursday, complementing the diverse lineup of farmers, makers, and vendors who regularly participate in the market. Heritage Estate sponsored Thirsty Thursday, while Joya Yoga took on the role of wristband sponsor, enhancing the experience for attendees. Additionally, Livermore Downtown Inc featured local and emerging bands, creating a free monthly celebration that continues to attract patrons to downtown. Together, we're building a vibrant community hub that supports local businesses and celebrates our rich cultural scene!









4th of July



LDI PARTNERS WITH CITY FOR MOVE

SUCCESS AT ROBERTSON PARK

In 2023 Livermore Downtown Inc partnered with the City of Livermore to support a move back to Robertson Park for the 4th of July Celebration. Livermore Downtown Inc offered event planning support and resources, serving as the primary vendor to book event vendors and logistics. The 4th of July celebration served as a fundraising initiative for local Livermore High School. The LHS Varsity Dance Team and Girls Varsity basketball team organized kid-friendly activities for the community. Each team raised approximately $1,000 dollars that day, $2,000 in total going directly back to those teams.



Livermore Downtown Inc worked with a local vendor to provide an event stage and tenting. LDI also produced the 4th of July event show flow with music, audio commercials, 4th of July greetings and the official countdown with the Mayor. Livermore Downtown Inc provided sound to coordinate with choreographed fireworks as well as hired local band favorite, Foam Riders to perform American type music as part of our pre-fireworks celebration.



LDI was able to support local food vendors who had the opportunity to pop-up at Robertson Park, including Nana Bears Mini Donuts, Kona Ice, Peace of Pizza, Ofa's Island BBQ and Your Taco Guy. Many of which stated that it was one of their highest earning days of the year! Livermore Downtown Inc was also able to share the event process with the City of Livermore to help support their future planning of the event. In conclusion, the event drew in approximately 13,000 locals who enjoyed music, food, activities and fireworks. The event also provided an economic boost to micro businesses and school groups who supported the event. A true win-win.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Witches Night Out

CONTINUED GROWTH



WITCHES NIGHT OUT DRAWS LOCAL AND VISITORS

Witches Night Out continues to show impressive growth, drawing in thousands of witches from the Tri-Valley and beyond. In 2023, Witches Night Out took place on Wednesday, October 4th. This event is strategically held mid week each year, as a way to invigorate and activate the downtown providing a positive economic boost during days that are generally slower. It has been reported by businesses that this plan is successful with businesses having their highest grossing days during our events.



Caratti Jewelers sponsored a giveway item, Joya Yoga did a Witchy Warm-up and Wood and Wallflowers served as the photo backdrop sponsor. The event staggers shoppers and diners to keep the downtown retailers and restaurants activated during the duration of the event. Our post event survey to the businesses reported that 100% of participating businesses experienced higher sales than a normal Wednesday except for one restaurant who reported the same income as a normal Wednesday. In addition, one of the most important findings in our survey is the very reassuring stat that even 100% of businesses who did not formally participate in Witches Night out also reported that the event brought in more businesses and higher sales for their business than a normal Wednesday. This stat shows that Witches Night Out brings business to all downtown merchants. LDI plans to duplicate this model for additional events in 2025, growing this succesful method of bringing positive economic impact to downtown.



In 2022, Witches Night Out brought in $3,000 more in fundraising dollars for Livermore Downtown Inc, earning over $13,000 dollars. In 2023, we continued to grow, bringing in a over $19,000 in fundraising dollars - an impressive 46% increase in LDI fundraising alone. In 2023 we booked 427 full tables at downtown dining establishments, an increase of approximately 100 more tables than the previous year. This means thousands of dollars spent dining downtown as well as thousands of happy witches shopping before and after their dining experiences.



Kidz Town Halloween Hay Day



FAMILY TRADITIONS

LDI COMMUNITY GIVE-BACK CONTINUES

Livermore Downtown Inc produced Kidz Town Halloween Hay Day on Saturday, October 28th, keeping this family tradition alive in Downtown Livermore and once again showcasing Livermore as a family-friendly city. LDI estimates that Kidz Town drew in approximately 12,000-14,000 people, a slight increase from the 2022 estimate of 10,000.



Livermore Downtown Inc also saw an increase in participating businesses, with 67 officially listed participants consisting of downtown businesses and local businesses, community partners and non-profits who joined us in transforming Stockmen's Park into a Halloween experience with games, trick or treating, music and more. LDI partnered with Quest Science Center to bring Halloween Hijinks to Kidz Town as well.
Quest Plaza was activated to provide hands-on, halloween themed science activities. Legacy at Livermore proudly sponsored the Musical entertainment and Community Partner Marcel Orthodontics sponsored Trick or Treat bags that were free to the first 1500 trick or treaters. A tradition that the community was happy to see return to Kidz Town Halloween Hay Day.



The Kidz Town costume contest was also hugely successful with over one thousand participants who showed up to complete. Livermore Downtown Inc welcome costume contest judges from community partners such as the City of Livermore, LVJUSD, Livermore Police, Livermore Rodeo Association, Innovation Tri-Valley, CBS5, The Livermore Vine, Quest Science and of course the LDI Board of Directors.



Livermore Downtown Inc also provided an opportunity for local service-based organizations such as the National Charity League to log vital volunteer hours. Livermore Downtown Inc was grateful that NCL volunteers were able to offer support in the costume contest, passing out trick or treat bags and also passing out Trick or Treat maps and directories. Kidz Town Halloween Hay Day was a huge success and we look forward to continuing the tradition.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Earlier than the Bird



THE EARLY BIRD GETS THE SALES

EVENT BEATS BLACK FRIDAY & SMALL BUSINESS SATURDAY

Earlier than the Bird is our annual retail event that take place on the Saturday before Thanksgiving. LDI strategically holds the event before Black Friday and Small business Saturday capturing those retail dollars early in the season and producing the most successful shopping day of the year, every year.

Earlier than the Bird welcomes shoppers to roll out of bed and come straight to downtown in their pajamas to get a jumpstart on their holiday shopping! One downtown merchant who was surveyed responded, “It was great to see so many people downtown. Promotional giveaways, raffles, and even prizes for participants all help get people motivated and up early - it can't be just the deals. The timing is right on!“ Earlier than the Bird demonstrates that Livermore Downtown Inc’s strategic planning of this event is a proven way to bring a huge positive economic impact to downtown businesses each year.



Participating retailers offer special promotions or activations and downtown restaurants open early, offering mimosas, bloody marys, coffee and brunch specials. In 2023, Livermore Downtown Inc partnered with sponsor and downtown business, Uptown Girls Boutique & Salon to offer a special giveaway to early bird shoppers. The “Shopping Hair, Don’t Care” hat was a hit this year and you can still catch ladies around town in their hot pink hats! Each year, Livermore Downtown Inc also partners with local non-profit, Tri-Valley Haven. This year we collected gifts for local teens in need, once the “forgotten demographic” of toy drives, now LDI and Tri-Valley Haven are able to collect hundreds of gifts that will go straight to teens of families in their housing program.



Earlier than the Bird has proven time and time again to be the biggest retail day of the year downtown. This year, once again, 100% of the businesses who participated reported larger numbers than an average Saturday and larger numbers than other day of the year in general. One business surveyed stated, “We love Earlier than the Bird! Its always a hit for our store and appreciate all your hard work putting it together!”

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Holiday Village at Carnegie Park



VILLAGE RETURNS FOR THIRD YEAR

LIKE A HALLMARK MOVIE, BUT IN REAL LIFE!

The second annual Holiday Village at Carnegie Park returned on Friday, December 6th. Holiday Village takes place on the first Friday of December, the day before the Holiday Parade. Carnegie Park is transformed into a twinkly holiday village complete with holiday tunes, roaming Carolers, holiday characters and of course, Santa.



Livermore Downtown Inc invited Livermore Valley Made small and micro businesses to pop-up at the Holiday Village and sell unique, hand-crafted and locally made goods. LDI also partnered with Team Martial Arts, who offered free hot cocoa to visitors while collecting donations for local local non-profit, Rooms of Hope. In addition, LDI featured Livermore Brewery, Shadow Puppet Brewing Company and Livermore winery, Wood Family Vineyards who poured their seasonal favorite mulled wine! This year, we were also thrilled to welcome back local micro business, Petals and Pops, a mobile champagne pop-up up business who offered specialty, holiday themed bubbly!



Holiday Village played host to 37 local small businesses, not including local musicians, sponsors and local vendors who were contracted by LDI for rentals and event logistics. Livermore Downtown Inc estimates that Holiday Village grew in attendance in 2023 from approximately 3,000 attendees to approximately 4,000.

Marcel Orthodontics once again served as Santa Sponsor, allowing Livermore Downtown Inc to bring this beloved tradition of taking photos with Santa, right here in Downtown Livermore. This photo opportunity allows families to take Santa photos with their own cameras, free of charge, giving shoppers another reason to avoid big box stores and malls and stay right here in the heart of Livermore to shop, play & dine - thus keeping local dollars, local.



LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Holiday Sights & Sounds Parade



HOME FOR THE HOLIDAYS

COMMUNITY GIVE BACK ATTRACTS GRAND ATTENDANCE

The Holiday Sights and Sounds Parade took place on Saturday, December 7th. In 2022 the parade has an estimated 10,000 people due to the rain, this year the community was back in full force with a huge turnout and an estimated attendance of 25,000 people experiencing the holiday magic in Downtown Livermore!



The Holiday Sights & Sounds Parade is our biggest community give-back event. The parade truly embodies the LDI mission, “Through partnerships, LDI advocates for our downtown business community, by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.” LDI Partners with many local organizations to create this magical day that really makes us proud to call Livermore our home.



We were supported by over 60 volunteers including members of the following: National Charity League Livermore Chapter, Livermore High School Honor Students, Livermore Boy Scout Troop 999, Granada High School Concert Choir and members of our Livermore community.

Sponsors included: The City of Livermore, Marcel Orthodontics, Joya Yoga, Team Martial Arts, Tag Real Estate Team, Legacy at Livermore, Petals and Pops, Denise Faenzi-Williams of Remax/Accord and A Cut Above Catering.

Our Parade Grand Marshall was Dr. Dyrell Foster who represented Las Positas College of Livermore which was recently ranked the #4 community college in the United States and the #1 community college in California!



Holiday Sights & Sounds Parade

CONTINUED



The parade had an impressive line up with 60 parade units or entries totaling 1,564 parade participants. Parade units included 3 parade entries represented local first responders such as LPFD and the Livermore Police Department. The parade also hosted 14 units represented local businesses, 41 units represented local non-profits, children's organizations, schools and local animal organizations.



We also hosted the Livermore Rodeo Association and the marching bands of both local high schools. As the grand finale, the Livermore Pleasanton Fire Department escorted Santa down the parade on their ladder truck and right to the community count down and tree lighting. The Granada High School Concert Choir of Livermore led our community on stage in a sing-along after the parade and prior to our community countdown to the tree lighting creating a magical moment for our community.



PARADE STATS
Parade entries: 60
Total parade participants: 1,564

Parade Entry Type	Number of Entries
Marching Bands	2
First Responders & Local Law Enforcement	3
Local Commercial Businesses	14
Local Non-Profits, Children's Organizations, Schools & Animal Organizations	41









LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

Livermore Valley Half Marathon



KIDS ON K STREET

KIDS FUN RUN COMES TO THE LVHM

The Livermore Valley Half Marathon returned to the heart of Livermore again on March 3rd, 2024. The marathon drew over 3,000 runners this year, including youth runners who came to experience the new Kids Fun Run that included a Kids on K celebration with special activations for children on K Street.



In 2022, we welcomed runners as young as 2 years of age and as old as 85 years of age, including 10 year old and 82 year old half marathon runners. The Livermore Valley Half Marathon was successful in promoting the Livermore Valley as a destination as it drew runners from over 50 cities and 31 states, with some runners coming from as far as Canada. The marathon provided a way to highlight the best of the Livermore Valley including shopping and dining downtown, experiencing the “Finish Wine” featuring local beer and wine and exploring the beautiful parks and trails that Livermore has to offer.



The marathon also served as a service opportunity for local service organizations and students in need of community service hours. Student volunteer groups included members of the Livermore High School National Honor Society, San Ramon High School, Dougherty Valley National Honor Society, National Charity League of Livermore and Gale Ranch Middle School. Local community partners included the Tri-Valley Running Club, Women’s Run Club of the East Bay and Livermore’s own, Spawn’s of Skatin’.

Livermore Downtown Inc was able to work collaboratively with local and regional organizations beyond service groups as well. Livermore Downtown Inc also hosted several Livermore Wineries and Breweries at the finish line celebration where these partners were able to showcase their products and promote to the masses.



Livermore Valley Half Marathon



CONTINUED

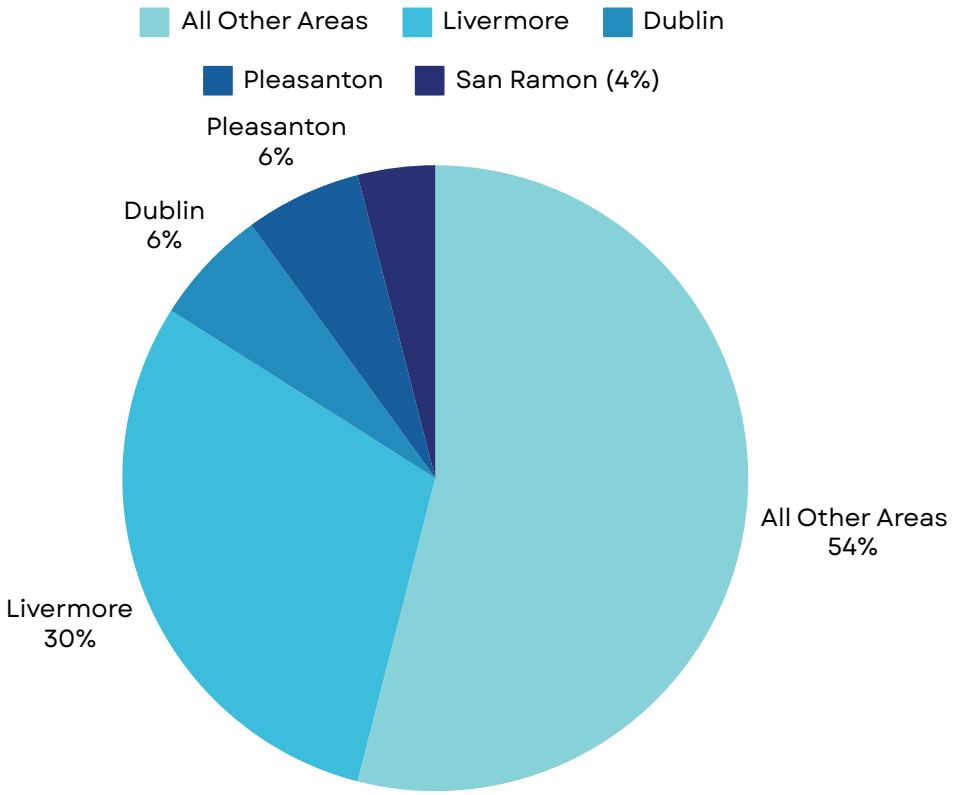
Over 50 cities were represented at the Livermore Valley Half Marathon. Livermore, Dublin, Pleasanton and San Ramon made up only 46% of the population of runners. This means that 54% of the runners and visitors that came to experience the Livermore Valley came from outside of our region, including runners from 31 states. The Livermore Half Marathon served as a successful means of promoting Livermore Valley Tourism while also serving as a valuable tool for economic vitality.

HALF MARATHON DEMOGRAPHICS

Over 31 States Represented

Over 50 Cities Represented

Top 10 Cities
Livermore
Dublin
Pleasanton
San Ramon
San Jose
Tracy
Fremont
Danville
San Francisco
Castro Valley



Livermore Downtown Street Fest



EVENT GROWS IN SIZE AND SALES

STREET FEST BROUGHT GREAT ECONOMIC IMPACT

The Livermore Downtown Street Fest, the Livermore Valley's signature event was a fantastic success. Street Fest is where the Livermore gets to show off the best of the Livermore Valley for visitors and tourists. Street Fest plays host to local vendors, wineries, breweries, bands and businesses, creating a true celebration of all things local, fostering a sense of community and supporting our local economy.

This year we once again saw an increase in vendors. In 2023 we hosted 120 vendors, this year we opened J & K Streets to vendors which allowed us host 155 vendors this year! Activating J & K Streets also allowed us to further promote the businesses in those areas of the downtown district. Presale event tickets also grossed over $42,000 in fundraising dollars for Livermore Downtown Inc. This is critical funding dollars for LDI as a non-profit.





This also equates to thousands of visitors and added foot traffic in the Downtown area. Additionally, analytics from Place AI also show that the Livermore Downtown Street Fest drew nearly 80,000 people to our Downtown over the weekend from the surrounding Tri-Valley areas AND beyond. Street Fest also provided over 100 job opportunities for individuals including security personnel, production staff and weekend Street Fest staff, further supporting our local community by way of jobs!

The Livermore Downtown Street Fest also provided a platform for several local philanthropy groups as well as students in need of volunteer hours to log those valuable volunteer and community service hours. 2024 Street Fest hosted over 60 volunteers from local groups such as Livermore High School, National Charity League, Spawns of Skatin' and individuals from the community.



Livermore Downtown Street Fest

CONTINUED



This year Livermore Downtown Inc was able to work collaboratively with local and regional organizations beyond service groups as well. Showcasing the Livermore Valley, means sharing the full roster of Livermore treasures. This means promoting bands, makers and local tastes. Street Fest also hosted several Livermore Wineries and Breweries who all had the opportunity to share their products and educate the community about the Livermore Valley Wine Community.
LDI also contracted 14 local bands to play on the event stages, but several other local artists also performed at downtown businesses for festival weekend.



During Street Fest, Livermore Downtown Inc promotes “Festival Features”. This is where LDI focuses on marketing what downtown businesses are doing during festival weekend to welcome visitors and include special activations such as sales, special menu items, giveaways, discounts and more. In our post-event survey, businesses reported higher sales during Street Fest weekend over a regular weekend.
Of all the businesses who reported, only one business reported lower than a normal weekend. Several businesses had astounding numbers and including one who shared “The festival weekend is always great for us we did very well. Our sales were 18% more than last year. Sales were up 300%!” Another business, who sells E-bikes and was given a free booth at Street Fest by Livermore Downtown Inc reported, “My shop got a lot more traffic than we usually do on any weekend. People from the festival actually went over to check out the store. We also have a couple of sales as a result of the festival booth.”



Kindness Week once set the tone for another fantastic, positive, Street Fest. The positive affirmations and signs throughout downtown are always a welcome addition to Street Fest. We are proud to report another year, with zero incidents related to Street Fest and another successful event!

LIVERMORE DOWNTOWN INC CALIFORNIA

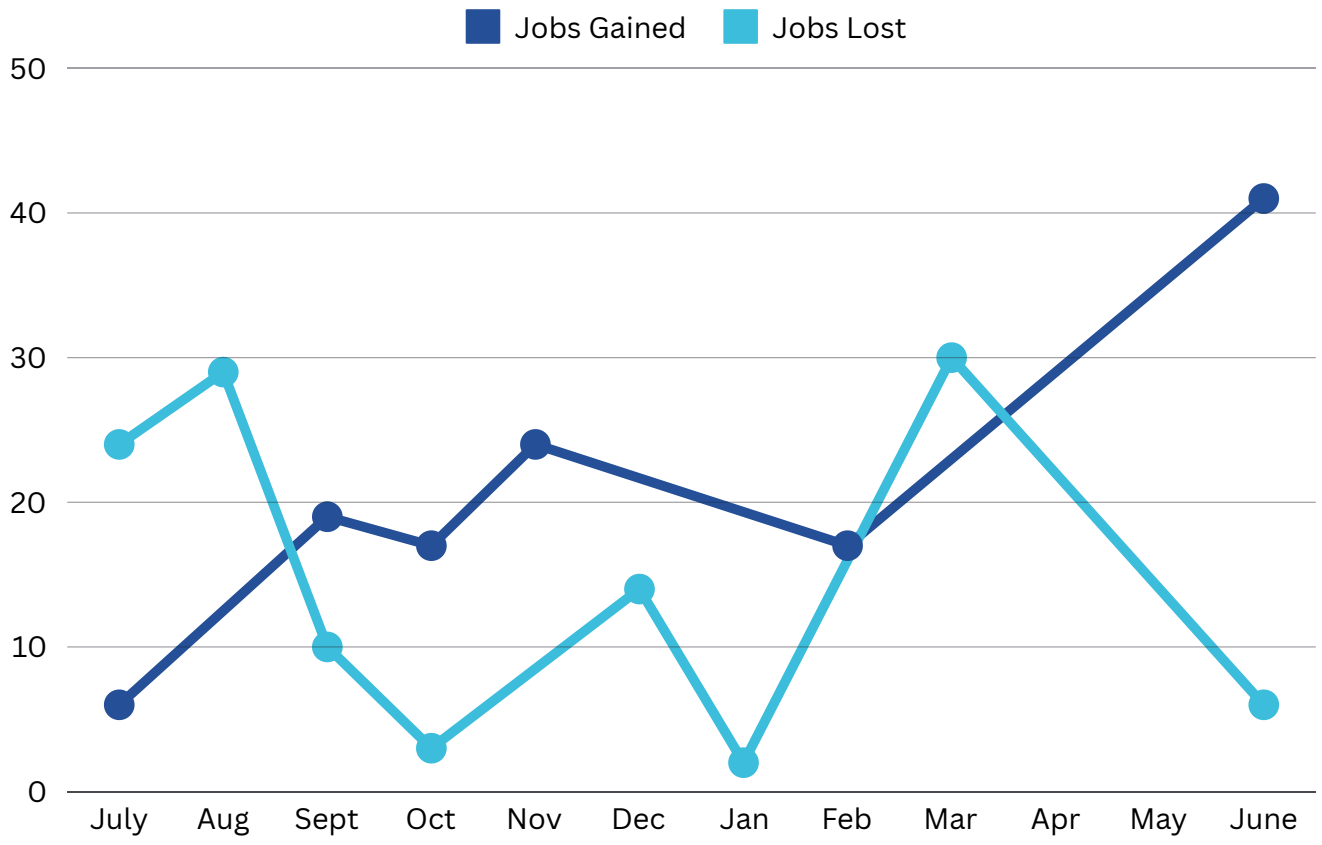
EXHIBIT A

Open & Closed Businesses Job Creation 2023/2024

Livermore Downtown Inc actively monitors the opening and closing of businesses, assessing their impacts on job losses and gains. We collaborate with local businesses to track the number of part-time and full-time positions created in downtown Livermore. This year, our data reflects the shifting economy, showing slight trends in business turnover. Encouragingly, for every business that closed, we observed an equal number of new openings, along with additional jobs created, highlighting resilience within our community.



Jobs Gained vs Job Lost



The 2023/2024 year showed us that job creation continued to steadily increase and that the biggest increase of jobs gained in downtown Livermore occurred during June of 2024. This year also showed us that the number of jobs lost fluctuated, with a decrease in jobs lost in June. Downtown Livermore netted 5 jobs gained in 2023/2024.

Please refer to the following page for details.

2023/2024 Businesses Open & Closed

2023/2024 proved to be a year of movement and changes. This year we lost 16 businesses, that is 10 more businesses lost than the previous year. Thankfully, downtown Livermore also gained 16 new businesses, 11 more businesses than we gained last year. As you can see in the previous graph, the number of jobs created has begun to show an increase and we hope to continue to see this trend into 2024/2025.

Total Jobs Gained	131
Total Jobs Lost	126
Net Jobs Gained	5

Businesses Gained	16
Businesses Lost	16
Net Businesses Gained:	0

Please refer to the following page for a detailed list of businesses opened and closed in the 2023/2024 year.

LIVERMORE DOWNTOWN INC CALIFORNIA

EXHIBIT A

2023/2024 Businesses Open & Closed

Business	Address	Opened	Closed	Jobs Lost	Jobs Gained
Buffalo Wild Wing	1790 First Street		July '23	12	
Security Eye Patrol	2282 Fourth Street		July '23	12	
Murphy's Paw	2044 First Street		Aug '23	7	
Nottingham Cellars	21 S. Livermore Ave	Aug '23			6
Octable	2041 First Street	Nov '23			5
Octable	2041 First Street		Mar '24	5	
The Korean Place	2041 First Street	June '24			7
Teaspoon	2375 Railroad Ave	Oct'23			12
Pennyweight Craft Brewing	2455 Railroad Ave		Sept '23	10	
The Little & Brave	2044 First Street	Oct'23			5
PB08	2417 First Street		Aug '23	11	
Savor Indian Cauisine	2417 First Street	Sept '23			11
Lynen Interiors	156 McLeod Street		Oct '23	3	
Board & Brush	1776 First Street	Sept '23			8
Liv Beauty	2260 Fourth Street	July '23			6
Beer Baron	2223 First Street		Aug '23	7	
The Fat Pigeon Bar	2223 First Street	Nov '23			12
Fratello's Ristorante	2124 Railroad	Nov '23			12
Thirsty Agave	2086 First Street		Dec '23	8	
Mornings on First	2086 First Street	June '24			9
Boba & More	174 South K Street		Dec '23	6	
Verace Gelato	174 South K Street	June '24			8
Bay Area BBQ Islands	144 South J Street		Jan '24	2	
Cured Fish Bar	136 Maple Street	Feb '24			12
Nottinghan Cellars	21 S.Livermore Ave		Mar '24	6	
The Vault Hair Studio	156 McLeod Street	Feb "24			5
Miel de Agave Azul	2241 First Street		Mar '24	7	
The Black Cat	2241 First Street	June '24			8
Fat Chance Food Hall	2064 First Street		Mar '24	12	
Roya Afghan Cuisine	2020 First Street		Mar '24	8	
Café Calamari Livermore	2020 First Street	June '24			9
First Republic Bank	211 South J Street		June '24	6	

LIVERMORE DOWNTOWN INC CALIFORNIA

Looking Ahead 2024/2025

Livermore Downtown Inc provides support to the City of Livermore and the local businesses by managing the roster of property owners and tenants in Downtown Livermore, providing on-going tenant and property owner outreach and fostering positive working relationships. LDI supports businesses with permitting and compliance issues while also serving as the conduit between city leaders and departments and the downtown businesses. LDI assists the City of Livermore in identifying downtown design elements and activating spaces and programs vital to the Downtown and City. LDI hosts monthly outreach meetings as well develops new meetings and communication initiatives with local partners covering critical issues that impact downtown and the city such as homelessness, ABC laws and the City's Climate Action Plan.



Looking Ahead - 2024/2025



HOLIDAY PLAN

Livermore Downtown Inc is thrilled to announce that in Fall 2024, we have partnered with the City of Livermore to implement a comprehensive and holistic Holiday Plan aimed at supporting local businesses in Q4. This plan includes several exciting initiatives such as introducing a Holiday Shuttle service to downtown, launching a new gift card program, hosting a mini-grant program for holiday decor, producing a destination marketing video, and more. Together, these efforts are designed to provide a significant economic boost for the 2024 holiday season!



LDI LAUNCHES FB PARTER PAGE

In Summer 2024, LDI launched a new private Facebook page dedicated to downtown business members. This page is designed to connect local businesses with each other and with the LDI board of directors, fostering a supportive network where members can share ideas, resources, and best practices for business success as well as another avenue for disseminating LDI business communications.



ROSTER OF EVENTS TO GROW

Post-event surveys clearly indicate the significant positive economic impact our events have on downtown merchants. The most successful events in driving revenue for businesses, such as Witches Night Out, are those where LDI tickets and sells out patios for participating restaurants. Merchants consistently report that these events represent some of their biggest sales days of the year for retail and dining establishments. We are excited to announce that in 2025, we plan to expand our roster of events that follow this successful model, further attracting patrons downtown, fostering community engagement, and providing an economic boost to our local businesses.

LIVERMORE DOWNTOWN INC CALIFORNIA

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LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.11**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Valley Wine Heritage District 2023-2024 Annual Report.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Valley Wine Heritage District 2023-2024 Annual Report.

SUMMARY

On November 22, 2021, the City of Livermore City Council adopted Resolution No. 2021-198 establishing the Livermore Valley Wine Heritage District (LVWHD). The LVWHD was approved for a five-year term beginning July 1, 2021, and ending on June 30, 2026. At the end of each year of operation, the LVWHD Management District Plan and California Streets & Highways Code section 36650 require the LVWHD to prepare annual reports (except for the first year) of the district's assessments, operations, activities, and expenditures for each fiscal year. The 2023-2024 annual report is the LVWHD's third annual report and was prepared and presented as set forth in the statute. Staff recommends the City Council adopt a resolution accepting the annual report (Attached as Exhibit A to the resolution).

DISCUSSION

On November 22, 2021, the City of Livermore City Council adopted Resolution No. 2021-198 (Resolution) establishing the Livermore Valley Wine Heritage District (LVWHD) pursuant to the LVWHD Management District Plan. The LVWHD was approved for a five-year term beginning July 1, 2021, and ending June 30, 2026. The LVWHD Management District Plan explains that even though the 5-year term commences on July 1, 2021, the assessment collection would not begin until January 1, 2022.

The LVWHD is an assessment district which includes all wineries within the boundaries of the map shown in Exhibit B of Council Resolution 2021-198. The purpose of the district is to provide specific benefits to payors by funding marketing and sales promotion and protection efforts, which directly benefit the assessed wineries in the district. Assessment revenue shall be used for the following activities, as identified in the Management District Plan (MDP): Marketing and Brand Awareness, Community and

Industry Advocacy, Quality Enhancement and Education, and Professional Development & Education. Assessment revenue may not be used for activities that directly benefit wineries outside the LVWHD, provide for improvements outside the LVWHD, or for any other purpose not specified in the Resolution or the MDP.

Since January 1, 2022, each winery located within the LVWHD reported their gross sales revenue on a quarterly basis in accordance with the provisions of the LVWHD MDP. The assessment rate is two percent of gross sales revenues on direct-to-consumer winery sales. The collection of the assessments was made by the City's consultant Hinderliter De Llamas & Associates (HDL). The LVWHD's total annual revenue was $123,640 for FY 2021-22, $567,620 for FY 2022-23, and $567,830 for FY 2023-24. Collections for FY 2021-22 represent only a partial year, while succeeding reports cover the full fiscal year.

At the end of each year of operation, except for the first year, the LVWHD MDP and California Streets and Highways Code Section 36650 requires the LVWHD to prepare annual reports of the district's assessments, operations, activities, and expenditure for each fiscal year.

As the Owner's Association for the district, the Livermore Valley Winegrowers Association must provide an annual report on activities and expenditures to the City Council. The report shall include the following:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district
- The improvements and activities to be provided for that fiscal year
- An estimate of the cost of providing the improvements and the activities for that fiscal year
- The method and basis for levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year
- The estimated amount of any contributions to be made from sources other than the assessments levied

In addition to the above listed items required by the statute, the Livermore Valley Wine Heritage District 2023-24 Annual Report (Exhibit A to the resolution) also includes information on actual revenues received and how that revenue was used. Like the previous reports, the current report offers a retrospective view and prospective outlook, as well as an account of the operations of the LVWHD in fiscal year 2023-24.

The City Council receives the LVWHD annual report as part of the City's role as the Lead Agency for the LVWHD, and the Council may approve the report as filed by the Owner's Association or may modify any particular element contained in the report and approve it as modified.

Staff finds that the improvements and activities stated in the annual report are consistent with the provisions of the LVWHD Management District Plan. Staff recommends the City Council accept the annual report.

FISCAL AND ADMINISTRATIVE IMPACTS

The City of Livermore receives a fee equal to two percent (2%) of the amount of the assessment

collected to cover the cost of collection and administration. The fee is used to cover administrative costs, including the cost of engaging HDL.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

2: Diversification/Resilience

ATTACHMENTS

1. Resolution
2. Exhibit A - Livermore Valley Wine Heritage District 2023-2024 Annual Report

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE LIVERMORE VALLEY WINE HERITAGE DISTRICT 2023-2024 ANNUAL REPORT

On November 22, 2021, the City Council adopted Resolution No. 2021-198, establishing the Livermore Valley Wine Heritage District (LVWHD) pursuant to the LVWHD Management District Plan. The LVWHD was approved for a five-year term beginning July 1, 2021, and ending on June 30, 2026.

At the end of each year of operation, the LVWHD Management District Plan and California Streets & Highways Code section 36650 require the LVWHD to prepare annual reports (except for the first year) of the district's assessments, operations, activities, and expenditures for each fiscal year. The attached Exhibit A Livermore Valley Wine Heritage District 2023-2024 Annual Report is the LVWHD's third annual report. It was prepared and presented as set forth in the statute.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby receives and accepts the Livermore Valley Wine Heritage District 2023-2024 Annual Report, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A - Livermore Valley Wine Heritage District 2023-2024 Annual Report

Livermore Valley Wine Heritage District

2023-2024 Annual Report

Submitted to the City of Livermore pursuant to Streets and Highways Code section 36650, for the period from July 1, 2023 - June 30, 2024

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Background

On November 22, 2021, the Livermore City Council approved the establishment of the Livermore Valley Wine Heritage District (LVWHD) and adopted the LVWHD Management District Plan (MDP) by City Council Resolution No. 2021-198 (Resolution of Formation). The LVWHD was approved for a five (5) year term, beginning July 1, 2021 through June 30, 2026.

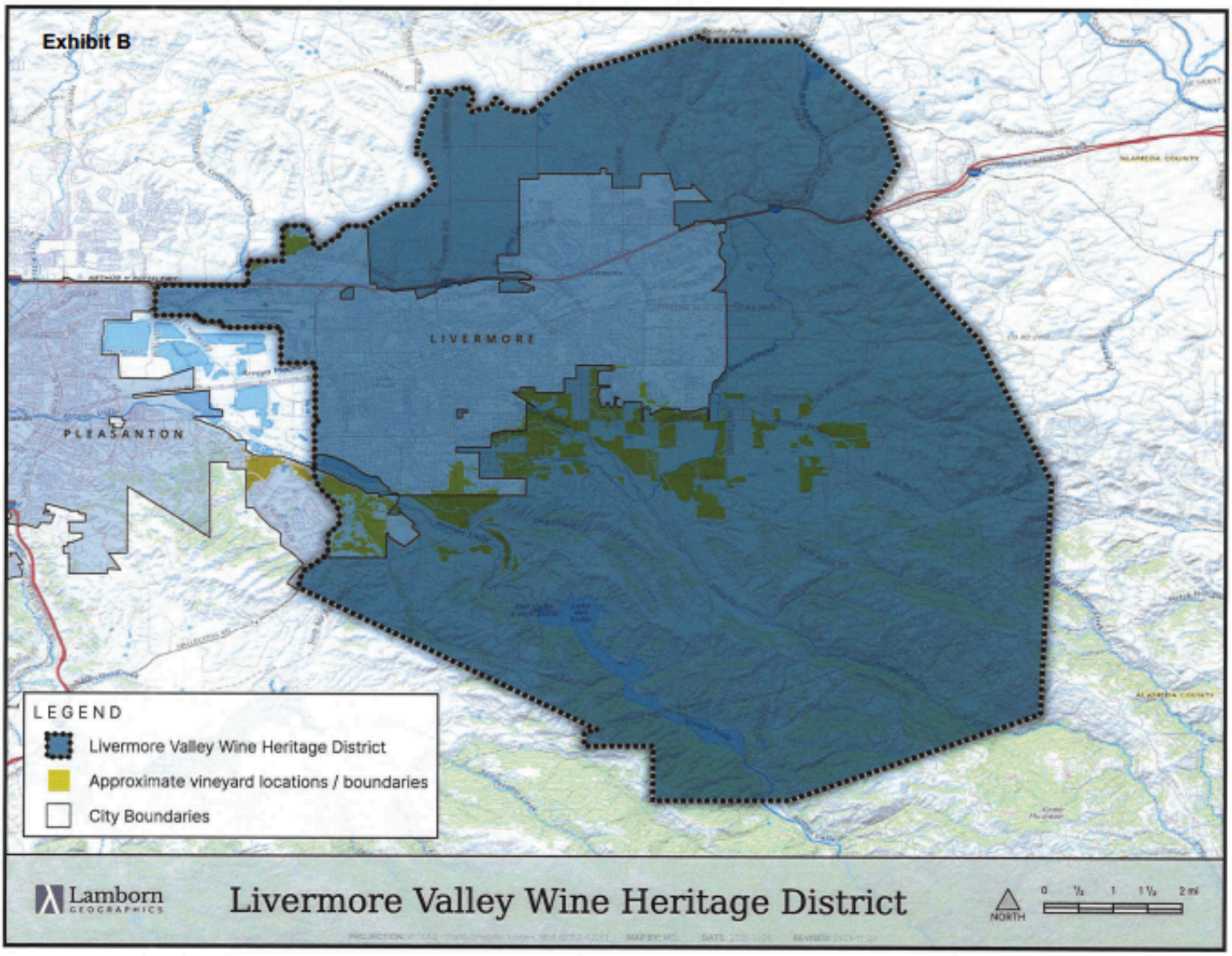
Due to circumstances of the LVWHD formation process resulting in a delay in collection of assessments, the assessment could not begin until January 1, 2022. The MDP stipulates that although the five (5) year term begins July 1, 2021, the collection of assessments shall start January 1, 2022. The LVWHD term end date of June 30, 2026 is unchanged. At the Livermore City Council hearing held on November 22, 2021, at which the Resolution of Formation was passed, the Livermore City Council reduced the original LVWHD boundaries to be conterminous with the City of Livermore's jurisdiction boundary and portions of the County of Alameda. Therefore, the LVWHD assessment is only collected from the wineries within the reduced boundary.

This third report reflects the assessments, operations, activities and expenditures for the fiscal year July 1, 2023 through June 30, 2024. Like the previous reports, the current report offers a retrospective view and prospective outlook, as well as an account of the operations of the LVWHD in fiscal year 2023-24.

Boundaries

There are no proposed changes to the boundaries. There have been a few wineries that have closed in this fiscal year, and one winery that has opened. JMC Cellars opened in November of 2023 and the following wineries have officially closed: Eagle Ridge Winery, Enoteca Five & Cedar Mountain Winery.

The LVWHD will continue to include all wineries existing and in the future, within the boundaries of portions of the County of Alameda and the City of Livermore, as shown on the map below. A complete listing of wineries within the LVWHD can be found in the Appendix.



Improvements and Activities

The improvements and activities to be provided for fiscal year 2023-2024 are consistent with the Management District Plan (Plan). The LVWHD has debuted several programs and partnerships and has worked with the County of Alameda and local organizations to be successful in these endeavors as part of their improvements and activities.

The LVWHD provides specific benefits to payers, by funding Marketing and Brand Awareness; Advocacy and Community Relations; Quality Enhancement and Education; Professional Development and Education Efforts with the goal to advance assessed businesses in the Livermore Valley Wine Country. The LVWHD services are designed to provide targeted benefits directly to assessed businesses and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the LVWHD. The activities described are specifically targeted to increase sales for assessed wineries within the boundaries of the LVWHD and are narrowly tailored. LVWHD funds will be used exclusively to provide the specific benefit of increased sales revenue directly to the assessees. Assessment funds shall not be used to feature non-assessed wineries in LVWHD programs, or to directly generate sales for non-assessed wineries. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed wineries.

Marketing & Brand Awareness

A brand awareness marketing program will promote the LVWHD as a premium winegrowing region and as a leader in the global wine community. The brand awareness marketing program will have a central theme of promoting the LVWHD as a desirable place to experience Livermore Valley wineries, and as a desirable area to purchase wines and other estate produced products. The program has the goal of increasing demand for visitation to the winegrowing region, retail sales, affinity for LVWHD grapes and wines, and recognition at and for assessed businesses, and may include but is not limited to the following activities:

- Advertising across any and all media channels to promote assessed winery tasting rooms on a local, regional or national level, including but not limited to: digital, print, television, radio and strategic brand partnerships;
- Media Relations – Promoting assessed winery tasting rooms through development of media relations strategies, including but not limited to: media familiarization tours, proactive media pitching and/or influencer relations;
- Digital Marketing – Utilizing paid, earned and owned social media to increase awareness of and engagement with assessed businesses;
- Events – Developing and executing winery focused special events to attract customers to assessed businesses;

- Trade & Industry Engagement – Ensuring representatives are provided the opportunity to attend trade shows, meetings, industry conferences, road shows, and events to promote assessed businesses; Create programs that engage key trade and industry influencers with the Livermore Valley;
- Print Collateral – Preparing and producing collateral, promotional materials such as brochures, flyers and maps for assessed winery tasting rooms;
- Brand Enhancement – Engage with a third-party brand development agency to develop brand platform and materials to assist with marketing assessed winery hospitality facilities;
- Consumer Analytics – Identify and leverage consumer demographic, geographic and psychographic data to target messaging that markets Livermore Valley as a premier, unique wine destination to attract customers to assessed winery hospitality facilities; and
- Signage Program – Ensure coordinated local signage for the Livermore Valley wine region.
- Passport Program – Create and enhance the passport program to ensure new tourism to each winery. This provides a complimentary tasting over the course of the year for 2 guests.

In 2023-2024, funds were allocated to support critical Marketing & Brand Awareness initiatives. Among these initiatives was a website refresh, which updated LVWHD's digital presence, resulting in an enhanced user experience and increased exposure. The purpose of this refresh was to drive business to assessed wineries, showcasing their offerings and attracting a broader audience. The Marketing & Brand Awareness Committee continued to elevate LVWA's brand visibility, with the Marketing Coordinator leading various initiatives. The committee actively participated in off-site events to promote the region and its wines. Highlights included the CA Wine Fest in Santa Barbara, where LVWA collaborated with Visit Tri-Valley to create "Tri-Valley Alley," and Modern Luxury's Best of the Bay, where LVWA served as the exclusive wine sponsor, reaching over 500 attendees.

The marketing strategy utilized a blend of print and digital campaigns in publications such as Wine Enthusiast, Modern Luxury, the Bay Area News Group, Nob Hill Gazette, 7x7, KKIQ, and Hearst. Digital ads were placed through Patch, Santana Row's digital billboards, and Wine Country Media, which included an updated regional page, two blogs, display ads, and an e-newsletter. LVWA also organized several press trips resulting in coverage in Modern Luxury, Maxim.com, Forbes, as well as podcasts and social media platforms.

To further enhance digital visibility, LVWA partnered with Astra Digital Marketing to strengthen social media campaigns, SEO, Google Ads, and website traffic. Marketing

support was also extended to key events, including winery collaborations like the Women's Wine Collective Harvest event.

The marketing committee collaborated with the Advocacy and Community Relations Committee to have a presence at events such as the Black Vines Winemaker Dinner, hosted by Tonya Pitts, Wine Enthusiast's Northern California taster and a confirmed judge for Taste Our Terroir 2024. This collaboration also provided funds to sponsor the Alameda County Fair, hosting a wine tasting booth for all 18 days with rotating winery participation.

Additional advertising efforts included placements in the local Bay Area sports yearbooks for the Warriors, Giants, and 49ers. Social media following grew by over 10K on Instagram, fueled by engaging content like contests and the "Livermore Legacy" series. The Facebook Live series "Behind the Bottle" featured conversations with winemakers celebrating Black History and Women's History Month. Monthly newsletters continue to reach our consumer base, leveraging events to grow subscriber numbers. These combined efforts led to a significant increase in website traffic, with the event page seeing more engagement than the home page. The LVWA also hosted an in-house trade event, featuring several wineries, which attracted over 75 attendees, including many from the South Bay.

To continue to drive brand awareness and third-party credibility, LVWA partnered with 143 Communications for public relations efforts. From July 2023-June 2024, we hosted 16 members of the media for press trips to the region, including:

- Stacy Briscoe, editor at Wine Enthusiast
- Tina Caputo, wine writer
- Paige Comrie, wine influencer
- Ray Fister, host at Life Between the Vines podcast
- Casey Gillespie, co-founder of Marin Living Magazine
- Samantha Maxwell, wine and food writer
- Diane McMartin, wine and lifestyle writer
- Nicole Muscari, wine influencer
- Katrina Rene, wine writer
- Lexi Stephens, wine influencer
- Rebecca Strong, lifestyle writer
- Liz Thach, wine judge and writer
- Kristy Wenz, wine writer

- Kathleen Willcox, wine writer
- Alder Yarrow, founder of Vinography and writer at JancisRobinson.com
- Thomas Zarillo, wine influencer

These press trips alone resulted in 36 articles and 5.1 million impressions. The articles appeared in publications such as Forbes, Drinks Business, JancisRobinson.com, Life Between the Vines podcast, Marin Living Magazine, Wine Business, Wine-Searcher.com. Over the course of the year, we secured a total of 234 articles resulting in 1 billion impressions in publications including Edible Monterey Bay, NBC Bay Area, FOX 2, Men's Journal, San Francisco Magazine, Wine Enthusiast, and more.

In 2024-2025, the Marketing & Brand Awareness Committee is engaging the talents of Sooraj Saxena to create a marketing video to be used on the website and digital platforms as well as in digital advertising campaigns. LVWHD has also purchased and is planning to update "the Wine Country App". This will increase the visibility and engagement level of visitors as they are in the wine region or planning a trip to come. It will also be the home of the Livermore Valley Wine Passport, making it easier for consumers to track their visits to the assessed tasting rooms. LVWHD is also planning a collaborative advertising campaign with Visit Tri-Valley to increase the reach of our messaging and will collaborate with Alameda County and Livermore Downtown for California Wine Month "Sip with Us" program. This program encourages visitors to bring a bottle of Livermore wine to one of the 15 participating restaurants for no corkage fee for the month of September. LVWHD will continue outreach to 16+ wine educators, writers and influencers to visit Livermore Valley Wine Country in the coming year.

Advocacy & Community Relations Industry Engagement

Advocacy programs will utilize dedicated time to provide unified attention, communication, and responsiveness throughout the LVWHD. The advocacy program will also include efforts to form relationships and collaborate with local government agencies, as well as community and regional organizations and entities, to provide a unified voice to represent assessed wine tasting facilities' best interests on topics related to economic development, regulations, and planning decisions that impact LVWHD wine tasting facilities, with the goal to advance, promote and protect the Livermore Valley Wine Country. Additionally, advocacy programs will engage and demonstrate leadership in key state and national trade and industry programs and organizations.

In 2023-2024, recognizing the significance of forging connections, the LVWHD dedicated resources and partnered with Alameda County Supervisor Haubert's Office to launch a sister city campaign to foster relationships with other wine regions. We are currently in talks with 11 regions and have confirmed visits from 12-15 delegates to attend TASTE: The Livermore Valley Wine Experience in the Fall of 2024.

Advocacy & Community Relations Industry Engagement activities have strengthened our relationship with the community by sponsoring the following organizations: California Association of Winegrape Growers, Unified Wine Symposium, Visit Tri-Valley Visitors Guide, Wine Origins Alliance, Alameda County Fair, and Black Vines. We have awarded our first ever scholarship to an individual and engaged in community events to drive business to assessed wineries. Engagement at the City, County, and State levels also remains a top priority. By actively participating in key decision-making processes and forging strong relationships with government entities, we aim to advocate for the mission of the LVWHD and ensure the collective voice of assessed wineries is heard.

In 2024-2025 we are dedicated to supporting the success of LVWA's esteemed partner organizations. We have created and maintained a monthly Agri-tourism leadership committee with the Executive Directors of the following community organizations: Tri-Valley Conservancy, Visit Tri-Valley, Livermore Downtown, Livermore Chamber, and Innovation Tri-Valley. These organizations are coming together to create a region wide event that can boost visitation and overnight stays in the Livermore Valley Wine Country and Tri-Valley.

Quality Enhancement & Education

Educational programs and quality enhancement initiatives will be developed for assessed wine tasting facilities designed to emphasize and enhance excellence and leadership in the industry, with the ultimate goal of increasing visitation, sales, and brand value for local wineries. Such programs are intended to bring increased exposure and prominence to the Livermore Valley Wine Country as a world-class winery destination through continued education to amplify exceptional practices of the growing of wine grapes and vinification of wine. The program shall include initiatives to enhance wine quality and secure industry recognition for Livermore Valley Wine Country as a premier winemaking and grape-growing region.

The Quality Enhancement and Education Committee has made great strides to raise the quality of wine and wine grapes in the Livermore Valley. We have negotiated and provided an annual cost share program for wineries to have lab services through Aemtek labs at their fingertips. This service provides pick up and test results in a timely manner to ensure quality winemaking practices. This comprehensive analysis will not only ensure the exceptional quality of wines, but also serve as a vital tool in detecting any potential flaws or inconsistencies, further bolstering dedication to delivering high quality products to consumers at assessed wineries. Another great stride has been the creation of Phase 1 of the mapping of vineyards project. This has allowed us to have a marketing tool to show where the grapes are from with each bottle of wine produced.

In 2024-2025 we plan to continue with a more comprehensive mapping project with the aid of TVC's winery intern to complete Phases 2-5. Also, in the coming year the Quality Enhancement and Education Committee will take over the practices of the Wine Quality Alliance to no longer have redundancy in the efforts of both committees.

Professional Development & Education

Programs and training for assessed winery facilities related to winemaking, wine grape growing, sales, hospitality, direct to consumer, marketing, media interviews, business operations and best practices.

In 2023-2024, Professional Development & Education funds were allocated towards hosting a comprehensive list of training sessions for all assessed wineries and their staff. The following have been hosted over the past year:
Member events July 1, 2023 – June 30, 2024

- **July 10 Interwinery Tasting**
  An opportunity for Tasting Room Staff to taste wines from other wineries for the purpose of educated referrals.
- **July 20 WISE Training Seminar (Wine Industry Sales Education)**
  Presentation & training from the WISE institute on sales skill and improving guest experience for Tasting Room Staff.
- **August 16 Blessing of the Grapes**
  An annual ceremony and networking luncheon for our membership to come together with industry professionals and local government and county officials pre-harvest.
- **August 23 WISE Training Seminar (Wine Industry Sales Education)**
  Presentation & training from the WISE institute on sales skill and improving guest experience for Tasting Room Staff.
- **September 27 WISE Training Seminar (Wine Industry Sales Education)**
  Presentation from the WISE institute on sales skill and improving guest experience for Tasting Room Staff.
- **December 5 Member Holiday Party**
  Networking events for our Members, local government, local businesses and county officials held annually. Also, includes a presentation of member of the year.
- **December 14 Harvest Recap**
  Education & share of best practices from our own experts and discussion of the season's experience.
- **January 16 Annual Member Meeting**
  A networking event and brief look back and look forward for the LVWA Staff for our Members to share goals and plans. This is the presentation that includes sharing our annual report.
- **February 6 How to Sell to Restaurants Seminar**
  Training provided to winery staff and owners to give strategies and techniques for selling wine and getting onto a restaurant menu.
- **March 5 Maximize your Membership Seminar**
  Networking meeting to highlight member benefits and opportunities to take advantage of.

- **April 2 Sensory Extravaganza**
  Educational wine tasting experience paired with food, spices and other aromas found in wine to educate Tasting Room Staff.
- **May 30 Spring Member Dinner**
  Networking gathering of our Membership to forge new relationships and reinforce existing relationships with local businesses, local government and county officials.
- **June 11 Human Resources 101**
  Presentation & training by an HR Consultant to keep Winery Owners and Management current on best practices, laws, etc.

To ensure seamless access to available resources, LVWA has also recently onboarded a part-time Member Relations Coordinator. This dedicated professional will serve as a valuable point of contact for our esteemed members, offering guidance, support, and timely information to maximize their engagement and success within our organization.

The Professional Development and Education Committee plans to spend time and resources on the following for 2024-2025:

- Blessing of the Grapes, a social event for our Membership (August 2024)
- An educational seminar on Customer Service, with the Tasting Room staff as our target audience. (September 2024)
- A Harvest Recap, discussing the unique experience of the 2024 Harvest season. (November 2024)
- Multiple social gatherings of our Membership including a Holiday Party and Spring Member Dinner. (December 2024, May 2025)
- Several business meetings to educate our Membership on current and upcoming events and topics. (Quarterly, beginning in January)
- A CPR seminar for our winery management and Tasting Room staff. (Spring 2025)
- A WISE Training seminar for new staff prior to the busy summer season (Spring 2025)
- Interwinery Tasting, for Tasting Room staff to become educated on one another's wines. (June 2025)

In addition, we plan to provide funds for Members to attend seminars/presentations by external groups to become more educated on overall winery best practices.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

A certified public accountant may complete an agreed-upon procedure of the Owners' Association's allocation of LVWHD funds and usage in accordance with the terms and condition of the plan, at the City's discretion. The audit may be performed by the City, or the City may hire an independent audit firm to be paid for by LVWHD.

In addition to general administrative costs as detailed above, a portion of 2023-2024 funds will be allocated towards covering the salary of LVWA's Executive Director, Marketing Coordinator and Membership Realtions Coordinator for their ongoing dedication and guidance in advancing the mission of the LVWHD.

City Collection Fee

The City of Livermore shall be paid a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

Contingency / Reserve

The budget includes a contingency line item to account for lower than anticipated assessments. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Owners' Association. Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the Owners' Association. The reserve fund may be used for the costs of renewing the LVWHD. In the upcoming year of operation, funds will be paid back to LVWA for the costs of the formation of the LVWHD. Once formation costs are paid back, the funds will be in reserve/contingency fund.

Cost

FY 24/25 Projections

The cost of providing improvements and activities for FY 24/25 is consistent with the Plan. The total estimated assessment budget has remained the same as a result of lower than expected business conditions. Currently in the wine industry we are seeing a trending downcycle and anticipate lower assessment revenue based on those findings. The FY 24/25 funding sources are composed of $500,000 in projected assessment revenue plus utilization of $104,850.33 of the total FY 23/24 carryover of $223,091.28. The total budget adopted by the LVWA Board for FY 24/25 is $604,850.33. The categorical breakdown is below. All budget category allocations are within the authorized fifteen percent (15%) adjustment of the total budget from the prior year.

Assessment revenue		**$500,000.00**
Portion of FY 23/24 carryover		**$104,850.33**
Total funding sources		**$604,850.33**
Expenditures	**% of Budget**	**Total FY 24/25 Budget**
Marketing & Brand Awareness	33%	**$202,527.02**
Quality Enhancement & Education	18%	**$109,772.65**
Administration & Operations	15%	**$92,233.94**
Advocacy- Community & Industry Engagement	15%	**$89,245.15**
Professional Development & Education	10%	**$57,759.65**
Contingency/Reserve	7%	**$42,875.50**
City Collection Fee	2%	**$10,436.42**
Total Expenditures	**100.00%**	**$604,850.33**

FY 23/24 Actuals

Based on the initial proposed boundary of the LVWHD, the projected FY 23/24 collections as stated in the LVWHD Management District Plan were $500,000. This figure was adjusted by the LVWA's Board of Directors from the projected budget estimate of $600,000.00 This fiscally responsible decision was made at the end of 2023 as the Board began to see a decline in winery business at the close of the year.

	Budgeted Amounts			
	Original	Final	Actual	Variance
Total Revenue	$ 600,000.00	$ 500,000.00	$ 567,829.96	$ 67,829.96
Expenditures				
Marketing & Brand Awareness	$ 210,000.00	$ 207,000.00	$ 204,570.07	$ 2,429.93
Quality Enhancement & Education	$ 108,000.00	$ 106,000.00	$ 98,436.74	$ 7,563.26
Administration & Operations	$ 90,000.00	$ 88,000.00	$ 11,486.60	$ 76,513.40
Advocacy- Community & Industry	$ 90,000.00	$ 88,000.00	$ 83,929.34	$ 4,070.66
Professional Development & Education	$ 60,000.00	$ 58,000.00	$ 57,023.35	$ 976.65
Contingency/Reserve	$ 30,000.00	$ 29,484.00	$ 15,000.00	$ 14,484.00
City Collection Fee	$ 12,000.00	$ 11,793.00	$ 11,356.58	$ 436.42
Total Expenditures	$ 600,000.00	$ 588,277.00	$ 481,802.68	$ 106,474.32
Excess (Deficiency) of Revenues over Expenditures		$ (88,277.00)	$ 86,027.28	$ 174,304.28
Carryover- Beginning	$ 137,064.00	$ 137,064.00	$ 137,064.00	
Carryover-Ending	$ 137,064.00	$ 48,787.00	$ 223,091.28	

The revenue figures are sourced from Hdl, while the expense numbers come from LVWHD. All figures are unaudited.

Assessment

There is no change in the method and basis of levying the assessment.

Assessment Rate

The annual assessment rate is two percent (2%) of gross direct-to-consumer sales revenue of assessed wineries. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California or purchases made pursuant to contracts executed prior to January 1, 2022. Revenue generated from the LVWHD is intended only to provide programs and services for assessed businesses, all of which are located in California. Sales made outside of the state of California are not

subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of the Livermore Valley as a premier winery destination with the desired outcome of increased in-person visitation to business paying the assessment.

The term "gross sales revenue" as used herein means: the consideration charged by wineries, for all direct-to-consumer sales of wine, wine club shipments (whether shipped or picked up), ticket sales, tasting fees, tours and private and public special events, merchandise, prepared and packaged foods for on-premise or off-premise consumption (whether sold in a tasting room or a stand-alone restaurant on- premise), orders placed via telemarketing, telephone, online, email, whether carried out at the time of purchase, shipped or picked up at a later date (pre-sales). Gross sales revenue shall not include any federal, state or local taxes collected, including but not limited to sales and use taxes.

The assessment is levied upon and a direct obligation of the assessed winery. However, the assessed winery may, at its discretion, pass the assessment on to customers. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business. If the LVWHD assessment is identified separately it shall be disclosed as the "LVWHD Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed winery even if it is passed on to customers. The California Department of Tax and Fee Administration (CDTFA) issued a written opinion that state sales tax applies to the revenue generated from Business Improvement District assessments on items where state sales tax is levied. In light of CDTFA's opinion, businesses that pay both state sales tax and LVWHD assessments on sales are advised to collect sales tax on the assessment revenue.

Bonds shall not be issued.

Time and Manner for Collecting Assessments

The LVWHD assessment will be implemented beginning January 1, 2022 and continuing for four and a half (4.5) years to end on June 30, 2026. The City of Livermore or a third-party collection agency will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each winery located in each jurisdiction within the LVWHD. The City or a third-party collection agency shall take all reasonable efforts to collect the assessments from each winery. The City or a third-party collection agency shall forward the assessments collected to the Owners' Association.

Penalties and Interest

The LVWHD shall reimburse the City of Livermore (City) for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent LVWHD assessment

are sought to be recovered in the same collection action by the City, the LVWHD shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. ***Original Delinquency***
   Any winery that fails to remit any assessment imposed by this section within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the assessment.
2. ***Continued Delinquency***
   Any winery that fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the assessment in addition to the assessment and the ten percent (10%) penalty first imposed.
3. ***Fraud***
   If the City or third-party collection agency determines that the nonpayment of any remittance due under this article is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in paragraph one (1) and two (2) above of this section.
4. ***Interest***
   In addition to the penalties imposed, any winery who fails to remit any assessment imposed by this section shall pay interest at the rate of one-quarter of one percent (0.25%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

Surplus and Other Funding

Surplus

There is an $86,027.28 surplus from FY 23/24 activity. This amount will be combined with the FY 22/23 carryover of $137,064 for a total amount of $223,091.28 carried over into FY 24/25. We have intentionally grown our carryover and saved for larger marketing/advertising campaigns in the 24/25 fiscal year. We anticipate a decreased carryover in the next annual report.

Other Funding

Outside funding in the amount of $2,677.12 was received in FY 23/24 from other entities towards co-op advertising in the wedding issue for Modern Luxury. In addition, we earned in FY 23/24 $90.33 in interest on the balance in account. The projected $60,000.00 for event income was not received due to the LVWA board of directors choosing to keep the event under the LVWA financials for all expenses and income. No WHD funds were used to execute the event and therefore it is excluded from the annual report.

Notes

The LVWA Board of Directors made the decision during the September 2024 board meeting to change the LVWHD fiscal year to match that of the WHD. This decision will make fiscal reporting and forecasting much easier for both City of Livermore and LVWA staff.

Appendix – Assessed Businesses

3 STEVES WINERY	ALMOST FAMOUS WINE COMPANY
ARROYO CELLARS	BECK FAMILY VINEYARDS
BENT CREEK WINERY	BOAVENTURA DE CAIRES WINERY
JMC CELLARS	CADDIS
CHARLES R VINEYARDS	CHATEAU BELLEVUE
CONCANNON VINEYARD	CROOKED VINE / STONY RIDGE
CUDA RIDGE WINES LLC	DANTE ROBERE VINEYARDS
DEL SOL VINEYARDS LLC	DEL VALLE WINERY
EHRENBERG CELLARS	SAKURA WINERY
FAVALORA VINEYARDS & WINERY, INC	FENESTRA WINERY
GARRE VINEYARD & WINERY	MITCHELL KATZ
LAS POSITAS VINEYARDS	LEISURE STREET WINERY
LONGEVITY WINES	MADISON VINEYARDS INC.
MCGRAIL VINEYARDS AND WINERY	MURRIETAS WELL
NOTTINGHAM CELLARS	OCCASIO WINERY
OMEGA ROAD WINERY & CELLARS	PAGE MILL WINERY LLC
PAT PAULSEN VINEYARDS	PRUETT FARMS
RETZLAFF VINEYARDS	RIOS LOVELL WINERY
RODRIGUE MOLYNEAUX WINERY	ROSA FIERRO CELLARS
STEVEN KENT WINERY	TENUTA VINEYARD
TESLA VINTNERS	WENTE VINEYARDS

** The list was developed with the most reliable information provided; however, the list may contain discrepancies. This list shall include any future to-be opened businesses. Any business that may have been missed in this list, but is still within the boundaries of the LVWHD, shall also be subject to assessment.*

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.12**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution accepting the FY 2023-24 Year-end Budget Report, carrying over previously appropriated but unspent funds, and allocating excess General Fund resources to City's asset replacement and repair including public safety facilities, Livermore-Pleasanton Fire Department (LPFD) equipment replacement, and general liability and workers compensation funds.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution accepting the FY 2023-24 Year-end Budget Report, carrying over previously appropriated but unspent funds, and allocating excess General Fund resources to City's asset replacement and repair including public safety facilities, Livermore-Pleasanton Fire Department (LPFD) equipment replacement, and general liability and workers compensation funds.

SUMMARY

The report summarizes the unaudited actual results of the financial activities from FY 2023-24, and details carryover of previously appropriated but unspent funds, and allocating excess General Fund resources to City's asset replacement and repair including public safety facilities, Livermore-Pleasanton Fire Department (LPFD) equipment replacement, and general liability and workers compensation funds.

DISCUSSION

The year-end budget report attached to the report as Exhibit A to the resolution, presents the results of operations from the FY 2023-24 Budget and recommends allocations of the unspent General Fund resources to asset replacement and repair as well as liability reserves. The combined unaudited General Fund balance is $96.5 million. Of that, $41.4 million are the operating reserves equal to 30% of operating expenses consistent with the City’s General Fund Reserve Policy. As described in more detail in Exhibit A, staff is recommending allocating the FY 2023-24 General Fund surplus of $10.1 million of the FY 2023-24 General Fund surplus of $15.0 million to various purposes. Staff is also requesting allocating excess member contributions to Livermore Pleasanton Fire Department be contributed to LPFD Equipment reserves for (1) station alerting upgrade project contingency ($50,000) and (2) replacement radios ($100,000) as well as additional contribution to the LPFD Worker’s Comp Fund reserves

($939,266). Finally, staff is requesting supplemental budget appropriations of $517,505 from various funds to cover FY 2023-24 spending needs. These allocations occur before the final audit to incorporate the allocations into the City's balance sheet and Annual Comprehensive Financial Report (ACFR). Historically, the ending balances have not materially changed as a result of the audit.

As noted above, this information is unaudited. The audited information will be included in the City's ACFR and will be presented to Council once the City's independent auditor has issued its opinion on the ACFR which is expected to happen by December 31, 2024. If there are any differences in the financial information presented in this report and the ACFR because of the audit, those changes will be highlighted for the Council at the time the ACFR is presented to the Council for acceptance.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the Year-end Budget Report for the year ended June 30, 2024. As described in Exhibit A, staff is recommending allocating $10.1 million of the General Fund surplus to various purposes, allocating excess member contributions to LPFD equipment replacement ($150,000) and workers comp funds ($939,266), and is recommending supplemental budget appropriations of $517,505 from two funds to cover FY 2023-24 funding needs.

COMMUNITY PILLAR

5: A City that Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2023-24 Year-end Budget report

Prepared by: Erik Peterson
Finance Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE FY 2023-24 YEAR-END BUDGET REPORT, ALLOCATING THE GENERAL FUND SURPLUS FOR VARIOUS PURPOSES, ALLOCATING SURPLUS MEMBER CONTRIBUTIONS TO LIVERMORE PLEASANTON FIRE DEPARTMENT AND APPRORPIATING ADDITIONAL BUDGET TO THOSE FUNDS THAT ENDED FY 2023-24 WITH EXPENDITURES IN EXCESS OF BUDGET

The Administrative Services Department's Finance Division prepared and submitted to the City Council for its review the year-end budget report for Fiscal Year 2023-24, attached hereto as Exhibit A.

The attached report states that the General Fund FY 2023-24 year-end surplus is estimated to be $15.0 million. Staff recommends allocating $10.1 million of the surplus as shown in the Table 1 below.

Table 1. Summary of Allocations of FY 2023-24 General Fund Surplus

FY 2024-25 Appropriations	Amount
Contractual Services:	
Capital Improvement - Convert Police Records Center to Workspace to Accommodate Police Staffing Needs	$160,000
Two Electric Vehicles for Police	122,000
LPFD - Various One time Expenses	282,500
Springtown Library - Painting	60,000
Increased Building Maintenance - Library	126,551
Compensation Study - Carry-foreward Contract	100,000
California Consulting (Grants) - Carry-forward Contract	40,000
Envisio (Strategic Plan Reporting Tool)	65,000
Total FY 2024-25 Contractual Services Appropriations:	**$956,051**
Allocations to Reserves:	
Workers Comp Reserves	3,500,000
General Liablity Reserves	1,500,000
Capital Improvement Reserves	4,125,627
Total Allocations to Reserves	**9,125,627**
Total Estimated Surplus:	**$10,081,678**

The attached report also shows surplus contributions to Livermore Pleasanton Fire Department (LPFD) of $1.1 million and staff requests using this surplus to contribute $150,000 to LPFD equipment reserves and $939,266 to LPFD Worker's comp fund as shown in table 2 below.

Table 2: Surplus Contributions to LPFD

	FY 2023-24		
	City of Pleasanton	**City of Livermore**	**Total Contributions**
Station Alerting System Contingency	$50,000	$50,000	$100,000
Radio Replacement	100,000	100,000	200,000
Workers Comp Reserves	939,266	939,266	1,878,532
Total Use of Surplus Contributions:	**$1,089,266**	**$1,089,266**	**$2,178,532**

The attached report also shows other funds that have expenditures in excess of budget as shown in Table 3 below for which staff is recommending an appropriation of budget in the amount of $517,505 disbursed over the two funds listed.

Table 3. Appropriations to Cover Expenditures Over Budget

		FY 2023-24		
Fund	**Fund Name**	**Amended Budget**	**Unaudited Actual Expenses**	**Expended over Budget**
602	City Street Sweeping	$494,700	$518,283	($23,583)
710	Risk Management-W/C Insurance	2,573,086	3,067,007	(493,921)
	Totals:	**$3,067,786**	**$3,585,291**	**($517,505)**

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

1. The Fiscal Year 2023-24 year-end Budget Report, attached hereto as Exhibit A, is accepted.

2. The General Fund surplus, which is anticipated to be approximately $15.0 million of which $10.1 million be allocated as shown in Table 1 below:

Table 1. Summary of Allocations of FY 2023-24 General Fund Surplus

FY 2024-25 Appropriations	Amount
Contractual Services:	
Capital Improvement - Convert Police Records Center to Workspace to Accommodate Police Staffing Needs	$160,000
Two Electric Vehicles for Police	122,000
LPFD - Various One time Expenses	282,500
Springtown Library - Painting	60,000
Increased Building Maintenance - Library	126,551
Compensation Study - Carry-foreward Contract	100,000
California Consulting (Grants) - Carry-forward Contract	40,000
Envisio (Strategic Plan Reporting Tool)	65,000
Total FY 2024-25 Contractual Services Appropriations:	**$956,051**
Contribution to Workers Comp	3,500,000
Contribution to General Liablity	1,500,000
Total FY 2024-25 Appropriations	**$5,000,000**
Reserves	
Contribution to Capital Improvement Reserve	4,125,627
Total Reserves	**$4,125,627**
Total Estimated Surplus:	**$10,081,678**

3. The surplus contributions by City of Livermore to Livermore Pleasanton Fire Department (LPFD) of $1.1 million be allocated to LPFD Equipment reserve ($150,000) and LPFD Worker's Comp Fund ($939,266) as shown in table 2 below and

Table 2: Surplus Contributions to LPFD

	FY 2023-24		
	City of Pleasanton	City of Livermore	Total Contributions
Station Alerting System Contingency	$50,000	$50,000	$100,000
Radio Replacement	100,000	100,000	200,000
Workers Comp Reserves	939,266	939,266	1,878,532
Total Use of Surplus Contributions:	**$1,089,266**	**$1,089,266**	**$2,178,532**

4. Funds in Table 3 below receive supplemental appropriations of $517,505 to cover expenditures that are over budget.

Table 3. Appropriations to Cover Expenditures Over Budget

			FY 2023-24	
Fund	**Fund Name**	**Amended Budget**	**Unaudited Actual Expenses**	**Expended over Budget**
602	City Street Sweeping	$494,700	$518,283	($23,583)
710	Risk Management-W/C Insurance	2,573,086	3,067,007	(493,921)
	Totals:	**$3,067,786**	**$3,585,291**	**($517,505)**

On motion of Councilmember _____, seconded by Councilmember _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A - FY 2023-24 Year End Budget Report

City of Livermore
FY 2023-24 Year End Budget Report

SUMMARY

This report presents the results of operations from the FY 2023-24 Budget (Budget) and recommends allocations of the General Fund surplus. This information is unaudited. The audited information will be included in the City's Annual Comprehensive Financial Report (ACFR) and will be presented to Council once the City's independent auditor has issued its opinion on the ACFR which is expected to happen by December 31, 2024. If there are any differences in the financial information presented in this report and the ACFR because of the audit, those changes will be highlighted for the Council at the time the ACFR is presented to the Council for acceptance.

FINANCIAL STATEMENT

The recommendation ratifies Council's actions since the last approved budget adjustment (on June 10, 2024) and allocates the General Fund surplus to various purposes as outlined in this report. The combined unaudited General Fund balance is $96.5 million. Of that, $41.4 million are the operating reserves equal to 30% of budgeted operating expenses consistent with the City's General Fund Reserve Policy. In addition, as described in more detail below, staff is recommending allocating the $10.1 million FY 2023-24 General Fund operating surplus to future purposes identified in Table 2. These allocations occur before the final audit to incorporate the amounts and purpose into the City's balance sheet and ACFR. Historically, the ending balances have not materially changed because of the audit.

BACKGROUND

The year-end financial report (Report) summarizes the actual results of FY 2023-24 financial activities and details changes in reserves. The City's Annual Comprehensive Financial Report (ACFR) is still in progress; therefore, the financial information included in this Report is based on unaudited figures. The audited information will be included in the ACFR once the City's independent auditor has issued its opinion. Any changes to the information presented in this Report because of the audit will be brought to Council's attention at that time.

DISCUSSION

The following discussion addresses the General Fund followed by a summary of all other funds.

General Fund

As shown in Table 1, FY 2023-24 actual revenues were greater than the budget by $1.2 million or less than 1%. Transfers in/out (net transfers) were $1.4 million or 11% greater than the projected budget and operating expenditures were $10.2 million or 7.7% less than the projected budget. Overall, inflows of cash exceeded outflows of cash by $10.1 million. In addition, capital expenditures and addition to reserves were approximately $1.9 million and $3.1 million less than projected respectively. The net result of the operating surplus plus reduced capital expenditures is a $15.0 million budget surplus. A detailed explanation of these variances is included in Tables 2, 3, 4 and 5 in this Report.

Table 1. General Fund Projected Budget to Actual Revenues, Expenditures, and Transfers

General Fund	FY 2023-24 Revised Budget	FY 2023-24 Unaudited Actual	FY 2023-24 Variance
Revenues	$141,220,947	$142,428,020	$1,207,073
Use of Fund Balance for Carryforward Contracts (1)	980,000		
Use of 22-23 Surplus (1)	1,831,325		
Use of Capital Project Reserves (2)	6,824,000	4,972,892	
Net Transfers	(12,402,294)	(13,769,943)	(1,367,649)
Operating Expenditures	(133,547,650)	(123,305,396)	10,242,254
Operating Surplus (Deficit)	**$4,906,328**	**$10,325,573**	**$10,081,678**
Capital Expenditures	(2,269,000)	(417,892)	1,851,108
Addition to Reserves	(4,932,299)	(1,851,634)	3,080,665
Total	**($2,294,971)**	**$8,056,047**	**$15,013,451**

Notes:

(1) Expenditures included in Operating Expenditures and netted against actual revenues. Did not require use of fund balance.

(2) Unused Capital Reserves will be carried-forward to FY 2024-25.

Estimated General Fund Surplus: Table 1 above shows the sources and uses for the General Fund. At the end of FY 2023-24, the unaudited numbers show an estimated surplus of approximately $15.0 million - actual revenues less expenses. The $1,851,108 unexpended Capital Expenditures will be carried forward to FY 2024-25 to fund projects underway. The $1,851,634 in unused Addition to Reserves will remain in unassigned reserves to help cover FY 2025-26 and 2026-27 budget reserve requirements.

As described in Table 2 below, staff is recommending allocating $10.1 million of the anticipated $15.0 million surplus to various contractual services ($956,051), contribution to Worker's Comp fund reserves to cover increased Claims Payables and to provide a cushion for increased Workers Compensation expenses and/or reserve requirements in subsequent fiscal years ($3.5 million), contribution to General Liability reserves to provide a cushion for increased liability expenses in subsequent fiscal years ($1.5 million), and a contribution to Capital Improvement Reserve to be available for future capital projects ($4.1 million). The $956,051 for contractual services includes (1) funding for three small one-time capital projects (converting the Police Records Center to workspace to accommodate Police staffing needs, painting the Springtown Library and increased maintenance of the Main Library), (2) two electric vehicles for the Police fleet, (3) two carry-forward unspent contracts from FY 2023-24, (4) various LPFD one-time expenses including 2025 labor negotiations, cost allocation plan update, and PFAS investigation on LPFD sites, and (5) funding for a new 5-year Strategic Plan reporting tool.

Table 2. Summary of Allocations of FY 2023-24 General Fund Surplus

FY 2024-25 Appropriations	Amount
Contractual Services:	
Capital Improvement - Convert Police Records Center to Workspace to Accommodate Police Staffing Needs	$160,000
Two Electric Vehicles for Police	122,000
LPFD - Various One time Expenses	282,500
Springtown Library - Painting	60,000
Increased Building Maintenance - Library	126,551
Compensation Study - Carry-foreward Contract	100,000
California Consulting (Grants) - Carry-forward Contract	40,000
Envisio (Strategic Plan Reporting Tool)	65,000
Total FY 2024-25 Contractual Services Appropriations:	**$956,051**
Allocations to Reserves:	
Workers Comp Reserves	3,500,000
General Liablity Reserves	1,500,000
Capital Improvement Reserves	4,125,627
Total Allocations to Reserves	**9,125,627**
Total Estimated Surplus:	**$10,081,678**

General Fund Revenues: As described in Table 3 below, General Fund actual revenues were greater than the amended budget by $1.2 million or 0.9%. Table 3 presents the major revenue categories with a comparison of the projected budget versus actual revenues and the variance between the two. The following describes the significant variances.

Property Tax revenues are the General Fund's largest revenue source, accounting for approximately 32.5% of total actual revenues. In FY 2023-24 actual property tax collections including all categories of property related taxes were $33,556 less than the projected amount of $46.6 million.

Sales and Use Tax revenue is the General Fund's second largest revenue source accounting for approximately 27.6% of the total actual revenues. FY 2023-24 actual sales and use tax revenue was $1.3 million or 3.1% less than projected amount of $40.8 million due to relatively flat sales tax receipts compared to FY 2022-23 Staff projected a 5% increase in sales tax but the actual increase was 2%. The shortfall is due to sales tax receipts from the Autos and Transportation and Business and Industry sales tax categories, which were 9.3% and 5.3% respectively less than the amount received in FY 2022-23.

Other Taxes revenue category decreased by $904,725, driven by three main areas: (1) the real property transfer tax was $374,457 or 30% less than budget. This tax is collected when properties transfer ownership such as selling a home. The ongoing high interest rate throughout FY 2023-24 slowed property sales. (2) Hotel Occupancy Tax revenue was short by $372,110 or 9.3% because of two hotels closed for renovations, and (3) Industrial construction tax, received

no revenue, this year resulting in a $200,000 budget shortfall. Staff will review the estimates for Industrial construction tax to refine the projection for the FY 2025-26 and FY 2026-27 budget.

Use of Money and Property increased by $1.0 million or 18.0% due to increased interest income associated with higher interest rates over the year.

Charges for Current Services increased by $1.1 million due to an increase in Engineering Inspection and Filing fees as well as Plan Check fees as development that was expected in the subsequent year beginning earlier.

Other Revenue increased by $597,627 million which was primarily due to a loan payment from Sewer fund that was recorded as a revenue but budgeted as a transfer-in to the General Fund.

Table 3. General Fund Revenues - Projected Budget vs. Actual

	FY 2023-24		
General Fund	**Projected Budget**	**Unaudited Actual**	**Variance**
Property Taxes	$46,618,856	$46,585,300	($33,556)
Sales & Use Taxes	40,838,113	39,562,251	(1,275,862)
Franchise Taxes	6,265,000	6,657,005	392,005
Business License Taxes	10,221,000	10,143,373	(77,627)
Other Taxes	5,910,000	5,005,275	(904,725)
Licenses & Permits	3,503,000	3,361,834	(141,166)
Fines & Forfeitures	370,000	345,344	(24,656)
Use of Money and Property	5,778,381	6,818,401	1,040,020
Intergovernmental Revenue	12,952,466	13,453,219	500,753
Other Taxes in Lieu	7,500	8,009	509
Charges for Current Services	8,227,831	9,361,582	1,133,751
Other Revenue	528,800	1,126,427	597,627
Total Operating Revenue	**$141,220,947**	**$142,428,020**	**$1,207,073**
Transfers In	1,970,706	737,455	(1,233,251)
Total All Revenue	**$143,191,653**	**$143,165,475**	**($26,178)**

General Fund Expenditures. Actual General Fund operating expenditures were less than the projected budget by $10.2 or -8.3%. Overall expenditures, including capital expenditures and transfers out show an overall reduction of expenses by $12.0 or -8.7%

Table 4 shows the major expenditure categories with a comparison of anticipated expenses from the amended budget to actual expenditures and the variance between the two. The following describes the significant variances.

Wages and Benefits expenses were less than the projected budget by $6.1 million or -8.9% due attrition savings in FY 2023-24.

Services and Supplies were $4.2 million or 7.7% less than the projected budget. Contractual services were $3.6 million less than the projected budget across all General Fund programs. There were other miscellaneous savings of approximately $553,385.

Capital Outlay expenses were $38,528 more than projected, which is related to communication equipment budgeted in FY 2022-23 for the Police Department that was received in FY 2023-24. The City recognizes purchases in the year in which the item is received.

Capital Expenditures were $1.9 million less than projected primarily due to larger CIP projects not funded by the General Fund taking more staff time to manage.

Table 4. General Fund Expenditures - Projected Budget vs. Actual

	FY 2023-24		
Expenditure Categories	**Projected Budget**	**Unaudited Actual**	**Variance**
Wages and Benefits	$74,774,798	$68,690,692	($6,084,106)
Services and Supplies	58,744,852	54,548,176	(4,196,676)
Capital Outlay	28,000	66,528	38,528
Total Operating Expenditures	**$133,547,650**	**$123,305,396**	**($10,242,254)**
Capital Expenditure	2,269,000	417,892	(1,851,108)
Transfers Out	14,373,000	14,507,398	134,398
Total all Expenditures	**$150,189,650**	**$138,230,687**	**($11,958,964)**

Transfer of Funds. As shown in Table 5, net transfers were $1.4 million or 11.0% greater than the projected budget. Transfers from Sewer Fund was budgeted as a transfer in but booked as a revenue when the money was received. The Downtown Revitalization Fee payments are recorded on the balance sheet and do not affect the budget. The Library Foundation Grant did not occur as anticipated as staffing is currently directly charged to that grant. The Low-Income Housing Fund transfer reimburses the General Fund for staff time spent working on low-income housing efforts. With the City's new financial system, staff can directly charge to the Low-income Housing Fund. The savings is related to implementing the new system during the fiscal year. This year the transfer out to the LMD's was also larger than expected due to additional contribution from the City for the Downtown LMD as maximum allowable assessments have been levied against the parcels benefitting from the various improvements.

Table 5. Transfers In and Transfers Out - Projected Budget vs. Actual

Operating Transfers	FY 2023-24 Projected Budget	Actual	Variance
OPERATING TRANSFERS IN - From:			
Sewer Fund (1)	$500,000	-	($500,000)
Traffic Impact Fee	70,000	64,677	(5,323)
Downtown Revitalization Fee (2)	400,000	-	(400,000)
Low Income Housing Fund	592,000	257,012	(334,988)
Maintenance District L&LD	250,000	266,798	16,798
Used Oil Grant	-	3,494	3,494
CASP Cert & Training Fund	5,000	19,248	14,248
Gas Taxes	120,000	117,294	(2,706)
HHS - Federal Home Program	8,706	8,932	226
Library Foundation Grant	25,000	-	(25,000)
OPERATING TRANSFERS OUT - To:			
Stormwater	($3,470,000)	($3,470,000)	-
2020 COPs Series B (Debt Service)	(3,885,000)	(3,878,237)	6,763
2022 COPs (Debt Service)	(2,592,000)	(2,580,073)	11,927
Horizons	(240,000)	(240,000)	-
Maintenance District L&LD	(205,000)	(358,088)	(153,088)
Facilities Fund	(3,981,000)	(3,981,000)	-
Net Transfers	**($12,402,294)**	**($13,769,943)**	**($1,367,649)**

Notes:

(1) While budgeted as a transfer in, the Sewer Fund payment was booked as a revenue

(2) Downtown Revitalization fee payments are a balance sheet transaction and do not affect the budget.

General Fund Balances and Allocations. Table 6 presents the proposed allocations to and changes in the General Fund Reserves from the General Fund balance. Actual Operating Reserves are $41.4 million or 30% of budgeted expenditures. The City's policy is to maintain General Fund reserves equal to 30% of operating expenses. Approximately $22.7 million of the Capital Reserves has been allocated in the FY 2023-24 and FY 2024-25 Capital Improvement Program (CIP) budget. Thus, at the end of FY 2024-25, there should be $19.7 million in available Capital Reserves to fund future CIP projects. The $10.1 million allocations to be used in FY 2024-25 are for various contractual services, Workers Compensation and Liability reserves and $4.1 million allocation to Capital Reserves previously identified in Table 2. If Council approves staff's proposed $4.1 million allocation, the Capital Reserves will be $23.8 million. The $5.4 million remaining unallocated reserve in FY 2024-25 after allocations will be available to cover reserve requirements in the FY 2025-26 and 2026-27 budget.

Table 6. General Fund Reserves FY 2023-24 Unaudited

Fund Balance Category	FY 2023-24 Actual	FY 2024-25 Budget
Ending Total Fund Balance:	**$96,526,644**	**$83,630,047**
Nonspendable:	**5,467,472**	**5,467,472**
Operating Reserves:		
Pension 115 Trust (Committed)	6,188,621	6,188,621
Catastrophic Reserve 15% (Committed)	14,493,394	15,288,725
Economic Reserve 13.5% (Assigned)	18,613,813	19,329,611
Cashflow Reserve 1.5% (Unassigned)	2,068,201	2,147,735
Subtotal Operating Reserves (30% of Operating Expenses and Debt Service)	**41,364,029**	**42,954,692**
CIP Reserve Funds:		
Existing Asset Maintenance and Repair Reserve	18,105,000	7,875,000
New and Replacement Asset Reserve	16,849,363	11,849,363
Subtotal CIP Reserve Funds	**$34,954,363**	**$19,724,363**
Total Reserves	**$76,318,392**	**$62,679,055**
Remaining Unassigned Fund Balance	**$14,740,780**	**$15,483,521**
Remaining Unassigned After Allocations	**$4,659,102**	**$5,401,843**

General Fund Contributions to the Livermore Pleasanton Fire Department. The Livermore Pleasanton Fire Department (LPFD) budget had a net surplus of $2.2 million associated with attrition savings, contractual services savings, and less equipment reserve expenses. The City funds LPFD through its Services and Supplies budget and has contributed the required contribution amount as budgeted.

Rather than receiving a refund on the excess contributions, staff from the member agencies, City of Pleasanton and City of Livermore propose that each city use its respective $1.1 million to contribute additional money to (1) the Equipment Reserve for station alerting system project contingency and new radios and (2) increase reserves in the LPFD Workers Comp fund to cover increased Claims Payable liabilities. See Table 7 below.

Table 7: Surplus Contributions to LPFD

	FY 2023-24		
	City of Pleasanton	**City of Livermore**	**Total Contributions**
Station Alerting System Contingency	$50,000	$50,000	$100,000
Radio Replacement	100,000	100,000	200,000
Workers Comp Reserves	939,266	939,266	1,878,532
Total Use of Surplus Contributions:	**$1,089,266**	**$1,089,266**	**$2,178,532**

The following tables include all the City's other funds in their respective categories. Fund balances are based on unaudited actual revenues and expenditures.

Enterprise Funds As described in Table 7 below, the City's Enterprise Funds showed an overall decrease in total fund balances of $4.2 million or -3.2%. The following are the funds with significant variations.

The Airport Fund (F210) ended the year with a fund balance of approximately $2.1 million greater than projected. Revenues ended greater than projected by approximately $626,371. Actual operating expenses resulted in savings of $641,872 and capital expenditures resulted in savings of $607,298 over projected amounts. There has been a delay in starting project 201314 Slurry Seal Northside Aprons and Taxi Lanes.

The Stormwater Fund (F220) ended the year with a working capital balance of -$8,207. This shortfall is offset with the FEMA Stormwater Fund (F222) which has a positive fund balance.

The Sewer Fund (F230) ended the year with a fund balance of $24.5 million or $3.1 million increase over the fiscal year. Revenues came in higher than expected by $1.9 million and expenditures were less than anticipated by $1.2 million. Attrition savings is the main reason for the reduced expenses.

The Water Fund (F250) year-end fund balance of $10.2 million remained relatively unchanged from the beginning of the fiscal year. Revenues were greater than expected by approximately $903,657. Expenditure savings of approximately $965,525 resulting in a slight fund balance increase over the year. The additional revenues and expenditure savings are offset by $1.8 million transfer out fund capital projects. Expenditure savings were mainly in the following categories:

- Contract services of approximately $310,237
- Wages and Benefits of approximately $165,492
- Miscellaneous categories of approximately $545,782
- Various other categories of approximately $64,795
- Utilities category was overspent by $120,780

The Water Resources Repair and Maintenance Fund (F239) ended the year with a fund balance of $32.8 million, a decrease of approximately $6.9 million. Actual revenues were approximately $232,967 more than expected. Capital expenses of $14.9 million mainly in project 201931 WRP Primary and Secondary Treatment Improvements along with six other CIP projects expending $1.2 million resulting in the lower fund balance.

The Sewer Connection Fee Fund (F241) ended the year with a fund balance of $5.7 million, a decrease over the year of $4.8 million. This can be attributed to CIP expenses of $4.9 million mainly in project 201931 WRP Primary and Secondary Treatment Improvements expending $4.5 million. Four other CIP projects make up the remaining $400,000 of capital expenses.

The Water Repair and Maintenance Fund (F259) ended the year with a fund balance of $26.5 million which is approximately $2.0 million more than projected. Actual revenues were approximately $206,045 more than expected while operating expenses and capital expenses in project 202130 Airway Pump Station Improvements and 202314 Springtown Water Service Replacements were less than originally projected by approximately $274,748 and $1.7 million respectively. Both projects are still in the design phase.

Table 7: Enterprise Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Change in Fund Balance
210	Airport	$7,076,306	$5,052,584	-	$2,961,499	$2,702	$9,164,689	$2,088,383
212	Airport Grant	17,444	-	-	-	-	17,444	-
220	Stormwater	252,549	1,156,367	3,470,000	2,970,306	1,916,818	(8,207)	(260,756)
221	Storm Drain	7,019,604	437,748	-	-	235,978	7,221,374	201,770
222	FEMA Storm Reimb	3,407,239	55,380	-	-	534,745	2,927,874	(479,365)
230	Sewer	22,095,455	31,571,747	(10,877,050)	17,889,616	-	24,900,535	2,805,080
239	Water Resources Replcmnt	39,670,230	695,765	8,000,000	662,512	14,943,981	32,759,502	(6,910,728)
241	Sewer Connection Fees	10,483,931	1,173,864	(1,056,357)	25,293	4,877,126	5,699,019	(4,784,912)
242	LAVWMA	5,215,358	5,346,294	-	3,860,458	-	6,701,194	1,485,836
250	Water	10,170,333	18,650,735	(1,758,717)	16,889,713	-	10,172,638	2,305
251	Water Connection Fees	273,165	213,076	(241,283)	13,818	348,869	(117,729)	(390,894)
259	Water Replacement	24,414,800	511,418	2,000,000	324,184	131,450	26,470,584	2,055,784
		$130,096,414	**$64,864,977**	**($463,408)**	**$45,597,398**	**$22,991,668**	**$125,908,917**	**($4,187,497)**

Capital Project Funds as described in table 8 below, there was an overall decrease in total fund balances of $9.6 million or -11.7% compared to the budgeted total fund balances. The following are the funds with significant variances.

Developer's Deposit (F302) received $5,900 in revenue to cover the prior year ending negative fund balance. No expenses in this year.

2022 COP Construction Fund (F320) anticipated $24.8 million of expenses to occur over the year on three projects, mainly on the L Street Parking Garage. Unforeseen delays in that

project over the year resulted in only $16.3 million of expenses, leading to a higher than anticipated ending fund balance.

Park Fee – AB1600 (F337) ended the year with a fund balance $941,614 higher than projected. Revenues came in $2.1 million less than projected and capital expenses were $3.2 million less than anticipated. This resulted in the higher fund balance that projected during the budget.

Transferable Development Credit (F339) ended the year with a fund balance $4.7 million higher than projected. Revenues came in $1.6 million more than projected and there were no expenses this year in this fund.

Sollid Waste and Recycling Fund (F344) ended with a fund balance of $2.6 million. Actual revenues came in at budget and actual expenses were approximately $1.1 million lower resulting in a lower fund balance.

Table 8: Capital Project Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Change in Fund Balance
302	Developers Deposit	($5,900)	$5,900	-	-	-	$0	$5,900
303	Public Utility Undrgrndg	788,475	66,765	-	-	-	855,240	66,765
306	Traffic Impact Fee (TIF)	23,152,972	1,600,539	(64,677)	38,668	920,858	23,729,307	576,336
320	2022 Cop Construction Fnd	34,108,216	1,818,731	-	-	16,251,651	19,675,296	(14,432,920)
321	TVTC 20% Fee	2,914,696	134,509	-	-	-	3,049,205	134,509
331	Dwntwn Revitlztn Fee	(3,874,396)	287,801	-	-	-	(3,586,595)	287,801
333	HHS - HS Facilities Fee	2,056,212	113,266	-	-	-	2,169,477	113,266
335	Parking In Lieu Fee	31,200	-	-	-	-	31,200	-
337	Park Fee - Ab 1600	3,579,551	1,390,495	-	9,722	439,160	4,521,165	941,614
339	Trnsfrbl Development Cr	14,558,861	4,723,774	-	-	-	19,282,635	4,723,774
344	SW&R Impact Fee	4,588,645	1,430,025	-	-	3,466,688	2,551,982	(2,036,663)
		$81,898,532	**$11,571,805**	**($64,677)**	**$48,390**	**$21,078,357**	**$72,278,913**	**($9,619,619)**

Debt Service Funds as described in the table below, ending fund balances were approximately as projected.

Table 9: Debt Service Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Change in Fund Balance
416	2020 COPS Series A	-	-	$508,600	$508,600	-	-	-
417	2020 COPS Series B	-	-	3,878,237	3,878,237	-	-	-
422	2022 COPS Debt Srvc	-	396	2,580,073	2,581,050	-	(581)	(581)
		-	**$396**	**$6,966,910**	**$6,967,887**	**-**	**($581)**	**($581)**

Permanent Funds as described in the table below ended with a larger than projected fund balance. Fund Balance was $573,869 higher than expected with the FY 2023-24 budget.

Doolan Canyon Fund (F500) – This fund received more revenue than was expected by $46,436 and expenses came in almost on budget resulting in a higher ending fund balance than projected.

Doolan Canyon N Open Space Fund (F505) – This fund is new and just received funding near the end of this fiscal year resulting in a large fund balance.

Table 10: Permanent Fund

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Change in Fund Balance
500	Dooln Cnyn Presrv Endwmnt	$601,048	$80,096	$19,533	$20,988	-	$679,689	$78,641
505	Dooln Cnyn N Open Space	-	495,489	-	262	-	495,228	495,228
		$601,048	**$575,586**	**$19,533**	**$21,250**	**-**	**$1,174,917**	**$573,869**

Special Revenue Funds as described in the Table 10 below, showed an overall increase in total fund balances by $7.5 million or 6.9% over the fiscal year. If capital project budgets are included in the Special Revenue fund, the unused balance will be carried forward to FY 2024-25. The following are the funds with significant variations.

Housing Successor Agency fund (F609) actual expenditures were $500,056 less than the projected budget due to the timing of the numerous new Housing Developments getting started.

Low Income Housing fund (F611) actual expenditures for contracts for services for housing developments were $1.4 million less than anticipated mainly due to the timing of the numerous new Housing Developments.

Altamont Open Space Grant (F642) ended with a slight increase to fund balance due to actual revenues were less than budget by almost $3.6 million as an anticipated sale of land did not come to fruition.

Gas Tax – SB1 Fund (F651) ended with a $650,786 increase in fund balance due to actual revenues greater than the budget by almost $102,000 and the projected capital expenditures were $4.4 million less than anticipated.

Measure BB Bike/Pedestrian Fund (687) ended with a $377,365 increase in fund balance due to the projected capital expenditures being $1.3 million less than anticipated.

Measure BB Local Street and Road Fund (F688) ended with a $1.4 million increase in fund balance due to actual revenues greater than the budget by almost $145,000, which was related to increased sales tax receipts county-wide while the projected operating expenses and capital expenditures were $107,107 and $2.9 million respectively less than anticipated.

Table 11: Special Revenue Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Change in Fund Balance
600	Host Community Impact Fee	$1,401,820	$576,398	($508,600)	$101,180	-	$1,368,437	($33,383)
602	City Street Sweeping	68,790	738,981	-	518,283	-	289,488	220,698
603	LPD - Cops Ahead Ab 3229	250,716	264,487	-	155,911	-	359,292	108,576
604	So Liv Val Spec Plan Fee	299,261	-	-	-	-	299,261	-
605	State Grant - HHS	581,440	208,540	-	465,115	-	324,865	(256,575)
607	State Grant	(85,229)	432,698	-	389,620	81,462	(123,612)	(38,384)
608	Public Art Fee	972,236	57,821	-	40,529	-	989,529	17,292
609	Housing Successor Agency	6,972,269	30,137	-	44	-	7,002,363	30,094
610	LPD - Horizons	517,713	853,242	240,000	989,981	-	620,973	103,261
611	Low Income Housing Fund	44,457,149	5,852,912	(257,012)	1,763,792	-	48,289,256	3,832,108
612	Alameda Co - Msr D	275,263	250,969	-	261,685	-	264,547	(10,716)
613	HHS-HCD CDBG	689,531	575,205	-	669,534	-	595,201	(94,329)
614	Maintenance District L&LD	10,268,239	3,929,849	91,290	3,393,378	-	10,896,001	627,761
615	Federal Grant	-	-	-	-	55,208	(55,208)	(55,208)
617	Used Oil Recycling Grant	(4,481)	16,813	(3,494)	8,838	-	-	4,481
619	LPD - Asst Szr - Adjdctd	42,090	-	-	42,090	-	(0)	(42,090)
620	HHS-Social Op. Endowmt	28,886	454	-	25,875	-	3,465	(25,421)
621	BJA - Blltprf Vest Reimb	-	17,143	-	19,810	-	(2,667)	(2,667)
622	HHS-Calhome Reuse	1,185,871	761	-	778	-	1,185,853	(17)
624	Local & Other Grants	(40,939)	54,405	-	-	55,892	(42,426)	(1,487)
625	Treasury Asset Seizure	424,646	7,844	-	52,155	19,294	361,042	(63,604)
626	HHS-CHFA Homebyr Asst	61,625	-	-	-	-	61,625	-
627	DOJ Asset Seizure	654,131	12,559	-	-	-	666,690	12,559
628	HHS-Mortgage Assitance	2,038,570	5,713	-	2,094	-	2,042,189	3,619
630	Ca Beverage Container Grant	22,826	18,390	-	41,216	-	-	(22,826)
633	HHS-HUD EDI Spcl Grant Fed	122,339	-	-	62	-	122,277	(62)
635	LPD - Federal Grants	43,885	102,819	-	58,677	-	88,028	44,142
636	Opioid Settlement	86,300	86,300	-	-	-	172,599	86,300
637	HHS-Calif Begin Program	625,875	-	-	544	-	625,331	(544)
641	Vehicle Impound Prog	170,756	11,475	-	18,993	-	163,238	(7,518)
642	Open Space Acquis & Mgmt	2,465,199	445,566	(19,533)	55,295	-	2,835,938	370,738
645	Accessibility Compliance	(21,000)	21,809	(19,248)	2,561	-	(21,000)	-
650	Gas Tax	9,071,758	2,540,985	(117,294)	63,732	2,366,104	9,065,613	(6,144)
651	Gas Tax - SB1	4,968,123	2,327,598	-	1,461	1,675,350	5,618,910	650,786
665	Peg Capital Fees	1,443,963	228,467	-	70,780	-	1,601,650	157,687
666	Import Mitigation	16,565	-	-	12,190	-	4,375	(12,190)
667	Solid Waste & Recycling	29,833	333,682	-	352,871	-	10,643	(19,190)
671	HHS-Federal Home Prgm	1,385,208	450,188	(8,932)	399,113	-	1,427,350	42,142
672	Library Donations Fund	238,842	47,514	-	64,172	-	222,184	(16,658)
673	Library Foundation Grant	193,146	98,800	-	73,119	-	218,826	25,681
674	MTC-TDA	-	407,196	-	-	407,328	(133)	(133)
677	Measure B-Bike/Pedestrian	422,192	8,360	-	56	3,132	427,363	5,171
678	Measure B-Local St & Rd	1,467,759	106,306	-	114,674	11	1,459,380	(8,379)
679	Measure B Isabel Intrchge	-	-	-	-	-	-	-
680	State Street Grants	(7,174)	25,322	-	-	179,519	(161,372)	(154,198)
681	Local Vehicle Reg Fee	1,434,065	421,918	-	-	384,076	1,471,906	37,842
683	Police Donations Fund	50,062	4,510	-	5,915	-	48,657	(1,405)
687	Measure Bb-Bike/Ped	1,294,117	594,736	-	-	217,371	1,671,482	377,365
688	Measure Bb-Local St & Rd	5,760,927	2,502,874	-	116,043	965,214	7,182,544	1,421,617
696	El Charro Maint Cfd2012-1	2,486,959	418,794	-	194,998	-	2,710,755	223,796
697	Other Maint Cfd'S	1,810,470	337,757	-	176,138	-	1,972,089	161,619
698	Surplus - AD Closeout	1,087,779	-	-	-	208,932	878,847	(208,932)
		$107,730,370	**$25,428,296**	**($602,822)**	**$10,723,304**	**$6,618,894**	**$115,213,646**	**$7,483,275**

Internal Service Funds as described in Table 11 below there was an overall decrease in total fund balances of $3.9 million or -15.3% over the fiscal year. The following are the funds with significant variations.

Risk Management – W/C Insurance (F710) had a decrease in the working capital balance by $1.6 million due to actual expenditures being greater than budgeted by $493,291. As previously noted, staff recommends allocating $3.5 million to the Workers Compensation Fund to replenish reserves.

Information Technology (F720) had a reduction in the actual fund balance over the year of $4.0 million. The fund had large expenditures. The budget included a large draw on fund balance to fund several one-time IT expenses.

Fleet and Equipment Services (F730) had an increase in the actual fund balance of $1.4 million due to actual expenditures less than budget by $1.7 million and $100,000 for operating expenses and capital expenses respectively. These reduced expenditures occurred primarily due to delayed shipment of vehicle orders that are still affected by supply chain issues and the one capital project not starting in the current year as originally planned.

Facilities Rehabilitation Program (F740) had an increase in the actual fund balance by approximately $185,343 caused by the debt service budget, capital outlay budget, and capital expenditures. As previously noted, the City budgets for debt service principal as an expense to ensure there is funding available to cover the debt service payment, however when the payment is recorded, it shows on the balance sheet and not as an expense resulting in less expenses. Estimated capital outlay expenses did not occur this year resulting in a budgeted savings of $680,000. Capital Improvement expenditures were less than budget by $706,116 mainly due to the Civic Center Library and Maintenance Building HVAC Improvement project delayed to FY 2024-25.

Table 12: Internal Services Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Capital Expenses	Unaudited Ending Fund Balance	Change in Fund Balance
700	Risk Management-Liability	$3,417,067	$4,583,499	-	$4,371,352	-	$3,629,214	$212,147
710	Risk Management-W/C Insur	3,209,163	1,484,504	-	3,067,007	-	1,626,660	(1,582,503)
720	Information Technology	5,909,141	2,019,996	-	5,986,802	-	1,942,335	(3,966,806)
725	Cyber Security	555,668	330,060	-	469,062	-	416,666	(139,002)
730	Fleet & Eqt Services	7,088,278	5,760,334	-	4,369,174	-	8,479,438	1,391,160
740	Facilities Rehab Pgm	5,385,850	2,130,465	3,981,000	2,487,238	3,438,884	5,571,193	185,343
		$25,565,167	**$16,308,858**	**$3,981,000**	**$20,750,634**	**$3,438,884**	**$21,665,507**	**($3,899,660)**

Appropriation of Expenditure Budget to Cover Shortfalls

At the end of the FY 2023-24 some funds had expenditures in excess of budget. Table 13 below shows the affected funds and the over expenditure. Below Table 13 includes an explanation for the over-expenditures.

Table 13. Appropriations to Cover Expenditures Over Budget

			FY 2023-24	
Fund	Fund Name	Amended Budget	Unaudited Actual Expenses	Expended over Budget
602	City Street Sweeping	$494,700	$518,283	($23,583)
710	Risk Management-W/C Insurance	2,573,086	3,067,007	(493,921)
	Totals:	**$3,067,786**	**$3,585,291**	**($517,505)**

City Street Sweeping Fund (F602) incurred more expenses in contracts and supplies and equipment category than what was anticipated at the time of setting the FY 2023-24 budget.

Risk Management – W/C Insurance (F710) spent more than the budget due to a payment of the FY 2024-25 Deposit/Premium that was expensed at the end of FY 2023-24 rather than in FY 2024-25.

Staff is requesting a budget appropriation from the City Street Sweeping and Workers Compensation fund balances in the amount of $517,505 for FY 2023-24 to cover these two funds' over-expenditures.

FISCAL AND ADMINISTRATIVE IMPACT

As described in Table 2, staff is requesting appropriation of $10.1 million of the General Fund surplus to cover various expenses in FY 2023-24 including contractual services and various contributions to Workers Comp, General Liability, and Capital Improvement Reserves. Staff is also requesting to approve additional contributions to LPFD Equipment reserves and Workers Comp fund with the surplus of contributions to LPFD. Finally, as described in Table 13 above, staff is requesting supplemental budget appropriations of $517,505 from two funds to cover FY 2023-24 budget shortfalls.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.13**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution amending the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding the Police Chief), the City Attorney, and City Manager effective November 18, 2024, and retitling the current Systems Administrator (Job Class 2210) to Network Engineer.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution amending the City of Livermore Salary Plan to reflect salary increases in accordance with California Code of regulations, Title 2, Section 570.5 for Executive Management (excluding the Police Chief), the City Attorney, and the City Manager, and retitling the current Systems Administrator (Job Class 2210) to Network Engineer.

SUMMARY

Staff recommends the following changes to the Salary Plan:

1. Amend the Salary Plan to incorporate the salary increases granted to the City Attorney and City Manager.
2. Amend the Executive Management (excluding the Police Chief) Salary Plan to incorporate a 2.5% increase.
3. Retitle the current Systems Administrator (Job Class 2210) to Network Engineer.

DISCUSSION

On October 28, 2024, the City Council is expected to approve an amended employment contract with City Manager Marianna Marysheva. Pursuant to the employment contract, the City Council conducted the City Manager's annual performance evaluation on October 14, 2024, and evaluated modifications to the terms and conditions of employment. The salary increase of 7.5% (2.5% cost of living increase plus 5% merit increase) is in accordance with the new contract terms and conditions negotiated.

On October 28, 2024, the City Council is expected to approve an amended employment contract with City Attorney Jason Alcala. Pursuant to the employment contract, the City Council conducted the City

Attorney's annual performance evaluation on October 14, 2024, and evaluated modifications to the terms and conditions of employment. The salary increase of 2.5% is in accordance with the new contract terms and conditions negotiated.

Executive Management employees are at-will and serve at the pleasure of the City Manager. On October 23, 2023, City Council approved a resolution authorizing Executive Management to receive the same salary increase received by the Livermore Management Group (LMG) in that same year. On July 1, 2024, LMG received a 2.5% base salary increase as provided in the LMG Memorandum of Understanding (MOU) approved by the City Council on June 28, 2021. Based on Council Resolution 2023-191, the Police Chief is to receive the same salary increases as the Livermore Police Management Association. The Police Chief received a base salary increase of 2.5% effective July 1, 2024, and is therefore excluded from receiving the increase received by LMG.

Information Technology and Human Resources evaluated the current classification of Systems Administrator (Job Class 2210) and are recommending retitling it to Network Engineer to better reflect the generally accepted terminology in the information technology field. The classification was also updated to accurately reflect modern technology terminology as the technology this position is responsible for has changed considerably in the years since the last revision.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact for the salary increases granted to the City Attorney and City Manager is approximately $33,550 a year to the General Fund. The salary increases to the Executive Management (excluding the Police Chief) have already been included in the FY 2024-25 adopted budget. There are no costs associated with the retitling of the Systems Administrator (Job Class 2210).

COMMUNITY PILAR

5: A City That Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - Salary Plan effective November 2024

Prepared by: Kristen Hilton
Human Resource Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING THE CITY OF LIVERMORE SALARY PLAN DATED NOVEMBER 2024, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to make the following amendments:

- Amend the November 2024 Salary Plan to incorporate the salary increases granted to the City Attorney and City Manager.
- Amend the Executive Management (excluding the Police Chief) Salary Plan to incorporate a 2.5% increase consistent with the increase received by the Livermore Management Group (LMG) effective July 1, 2024.
- Retitle the current Systems Administrator (Job Class 2210) to Network Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the amended Salary Plan dated November 2024, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Salary Plan dated November 2024

LIVERMORE
CALIFORNIA

Salary Plan

November 2024

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	68,953.04	72,252.74	75,707.19	79,334.37	83,142.92
		5,746.09	6,021.06	6,308.93	6,611.20	6,928.58
		1,326.02	1,389.48	1,455.91	1,525.66	1,598.90
		33.15050	34.73689	36.39769	38.14152	39.97256
4000	ACCOUNT CLERK, JUNIOR	62,584.39	65,555.44	68,675.03	71,950.60	75,389.94
		5,215.37	5,462.95	5,722.92	5,995.88	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08865	31.51704	33.01684	34.59163	36.24516
4002	ACCOUNT CLERK, SENIOR	74,928.22	78,516.44	82,284.08	86,240.11	90,393.94
		6,244.02	6,543.04	6,857.01	7,186.68	7,532.83
		1,440.93	1,509.93	1,582.39	1,658.46	1,738.35
		36.02318	37.74829	39.55965	41.46159	43.45863
4020	ACCOUNTANT, JUNIOR	89,325.06	93,672.37	98,237.06	103,029.98	108,062.56
		7,443.76	7,806.03	8,186.42	8,585.83	9,005.21
		1,717.79	1,801.39	1,889.17	1,981.35	2,078.13
		42.94474	45.03479	47.22936	49.53364	51.95315
4010	ACCOUNTING TECHNICIAN	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.22681	40.06211	41.98916	44.01257	46.13716
4030	ADMINISTRATIVE ASSISTANT	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.02677	41.95207	43.97362	46.09626	48.32502
4052	ADMINISTRATIVE CLERK I	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519
4051	ADMINISTRATIVE CLERK II	67,020.56	70,213.40	73,565.88	77,086.02	80,782.13
		5,585.05	5,851.12	6,130.49	6,423.84	6,731.84
		1,288.86	1,350.26	1,414.73	1,482.42	1,553.50
		32.22142	33.75644	35.36821	37.06059	38.83756
4040	ADMINISTRATIVE TECHNICIAN	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.02677	41.95207	43.97362	46.09626	48.32502
5000	AIRPORT SERVICE ATTENDANT	72,950.62	76,439.99	80,103.81	83,950.82	87,990.18
		6,079.22	6,370.00	6,675.32	6,995.90	7,332.52
		1,402.90	1,470.00	1,540.46	1,614.44	1,692.12
		35.07241	36.75000	38.51145	40.36097	42.30297
5001	AIRPORT SERVICE ATTENDANT SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482

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4060	ANIMAL CONTROL OFFICER	82,607.70	86,579.91	90,750.72	95,130.07	99,728.39
		6,883.98	7,214.99	7,562.56	7,927.51	8,310.70
		1,588.61	1,665.00	1,745.21	1,829.42	1,917.85
		39.71524	41.62496	43.63015	45.73561	47.94634
5010	ASSET MANAGEMENT SPECIALIST	110,974.89	116,365.47	122,025.56	127,968.67	134,208.91
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94494	58.66613	61.52340	64.52351
4130	BUILDING INSPECTOR I	97,695.17	102,421.76	107,384.66	112,595.72	118,067.32
		8,141.26	8,535.15	8,948.72	9,382.98	9,838.94
		1,878.75	1,969.65	2,065.09	2,165.30	2,270.53
		46.96883	49.24123	51.62724	54.13256	56.76313
4131	BUILDING INSPECTOR II	104,915.81	110,003.43	115,345.42	120,954.51	126,844.05
		8,742.98	9,166.95	9,612.12	10,079.54	10,570.34
		2,017.61	2,115.45	2,218.18	2,326.05	2,439.31
		50.44029	52.88626	55.45453	58.15121	60.98272
4132	BUILDING INSPECTOR III	107,961.41	113,201.30	118,703.18	124,480.15	130,545.98
		8,996.78	9,433.44	9,891.93	10,373.35	10,878.83
		2,076.18	2,176.95	2,282.75	2,393.85	2,510.50
		51.90452	54.42370	57.06884	59.84623	62.76249
4133	BUILDING INSPECTOR, SENIOR	113,201.30	118,703.18	124,480.15	130,545.98	136,915.11
		9,433.44	9,891.93	10,373.35	10,878.83	11,409.59
		2,176.95	2,282.75	2,393.85	2,510.50	2,632.98
		54.42370	57.06884	59.84623	62.76249	65.82457
4093	CIVIL ENGINEER, ASSISTANT	116,342.66	122,001.62	127,943.50	134,182.51	140,733.47
		9,695.22	10,166.80	10,661.96	11,181.88	11,727.79
		2,237.36	2,346.19	2,460.45	2,580.43	2,706.41
		55.93397	58.65463	61.51130	64.51082	67.66032
4100	CIVIL ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
4091	CIVIL ENGINEER, JUNIOR	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
4140	COMMUNITY SERVICE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4141	COMMUNITY SERVICE SPECIALIST II	76,209.50	79,980.13	83,939.31	88,096.43	92,461.41
		6,350.79	6,665.01	6,994.94	7,341.37	7,705.12
		1,465.57	1,538.08	1,614.22	1,694.16	1,778.10
		36.63918	38.45199	40.35544	42.35405	44.45260

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4150	CRIME & INTELLIGENCE ANALYST	94,785.75	99,366.87	104,177.02	109,227.71	114,530.91
		7,898.81	8,280.57	8,681.42	9,102.31	9,544.24
		1,822.80	1,910.90	2,003.40	2,100.53	2,202.52
		45.57007	47.77253	50.08511	52.51332	55.06294
4160	CRIME PREVENTION SPECIALIST	78,744.53	82,523.58	86,491.57	90,657.97	95,032.69
		6,562.04	6,876.97	7,207.63	7,554.83	7,919.39
		1,514.32	1,586.99	1,663.30	1,743.42	1,827.55
		37.85795	39.67480	41.58249	43.58556	45.68879
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	105,558.99	110,757.46	116,215.85	121,947.16
		8,384.01	8,796.58	9,229.79	9,684.65	10,162.26
		1,934.77	2,029.98	2,129.95	2,234.92	2,345.14
		48.36927	50.74951	53.24878	55.87300	58.62844
4050	DIVISION CLERK	70,575.34	73,945.94	77,485.06	81,201.13	85,103.02
		5,881.28	6,162.16	6,457.09	6,766.76	7,091.92
		1,357.22	1,422.04	1,490.10	1,561.56	1,636.60
		33.93045	35.55093	37.25243	39.03900	40.91491
4180	ECONOMIC DEVELOPMENT SPECIALIST	91,264.84	95,669.92	100,295.25	105,151.83	110,251.23
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87733	45.99515	48.21887	50.55376	53.00540
5090	ELECTRICIAN	97,836.02	102,608.89	107,620.41	112,882.49	118,407.69
		8,153.00	8,550.74	8,968.37	9,406.87	9,867.31
		1,881.46	1,973.25	2,069.62	2,170.82	2,277.07
		47.03655	49.33120	51.74058	54.27043	56.92677
4092	ENGINEER, ASSISTANT	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94493	58.66613	61.52339	64.52351
4090	ENGINEER, JUNIOR	97,711.83	102,439.27	107,403.04	112,615.01	118,087.59
		8,142.65	8,536.61	8,950.25	9,384.58	9,840.63
		1,879.07	1,969.99	2,065.44	2,165.67	2,270.92
		46.97684	49.24965	51.63608	54.14183	56.77288
4080	ENGINEERING SPECIALIST	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94493	58.66613	61.52339	64.52351
4070	ENGINEERING TECHNICIAN, ASSIST	95,602.88	100,224.84	105,077.91	110,173.63	115,524.14
		7,966.91	8,352.07	8,756.49	9,181.14	9,627.01
		1,838.52	1,927.40	2,020.73	2,118.72	2,221.62
		45.96292	48.18502	50.51823	52.96809	55.54045
4071	ENGINEERING TECHNICIAN, ASSOC	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547

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4072	ENGINEERING TECHNICIAN, SENIOR	106,376.57	111,537.23	116,955.91	122,645.53	128,619.63
		8,864.71	9,294.77	9,746.33	10,220.46	10,718.30
		2,045.70	2,144.95	2,249.15	2,358.57	2,473.45
		51.14258	53.62367	56.22880	58.96420	61.83636
5030	FACILITIES MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.93	71,563.04	74,983.02
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83939	34.40531	36.04953
5031	FACILITIES MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5032	FACILITIES MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5033	FACILITIES MAINTENANCE WORKER, SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5034	FACILITIES MAINTENANCE WORKER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4190	FAMILY THERAPIST	96,171.95	100,822.38	105,705.32	110,832.40	116,215.85
		8,014.33	8,401.87	8,808.78	9,236.03	9,684.65
		1,849.46	1,938.89	2,032.79	2,131.39	2,234.92
		46.23651	48.47230	50.81987	53.28481	55.87300
5040	FLEET SERVICES WORKER	62,249.65	65,203.96	68,305.98	71,563.09	74,983.07
		5,187.47	5,433.66	5,692.17	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92772	31.34806	32.83941	34.40533	36.04955
4200	GIS SPECIALIST	110,974.88	116,365.44	122,025.54	127,968.65	134,208.89
		9,247.91	9,697.12	10,168.80	10,664.05	11,184.07
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94492	58.66613	61.52339	64.52350
5050	GROUNDSKEEPER TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5051	GROUNDSKEEPER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063

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5052	GROUNDSKEEPER II	74,531.69	78,100.11	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5053	GROUNDSKEEPER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5055	GROUNDSKEEPER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4210	INFORMATION TECHNOLOGY TECHNICIAN	83,064.65	87,098.95	91,334.97	95,782.79	100,452.99
		6,922.05	7,258.25	7,611.25	7,981.90	8,371.08
		1,597.40	1,674.98	1,756.44	1,841.98	1,931.79
		39.93493	41.87450	43.91104	46.04942	48.29471
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	91,066.74	95,501.14	100,157.26	105,046.20	110,179.57
		7,588.90	7,958.43	8,346.44	8,753.85	9,181.63
		1,751.28	1,836.56	1,926.10	2,020.12	2,118.84
		43.78209	45.91401	48.15253	50.50298	52.97095
5054	LANDSCAPE MAINTENANCE SPECIALIST	83,532.03	87,550.44	91,769.78	96,200.09	100,851.92
		6,961.00	7,295.87	7,647.48	8,016.67	8,404.33
		1,606.39	1,683.66	1,764.80	1,850.00	1,939.46
		40.15963	42.09156	44.12009	46.25004	48.48650
4230	LIBRARIAN I	75,348.04	78,957.27	82,746.95	86,726.12	90,904.24
		6,279.00	6,579.77	6,895.58	7,227.18	7,575.35
		1,449.00	1,518.41	1,591.29	1,667.81	1,748.16
		36.22502	37.96023	39.78219	41.69525	43.70396
4231	LIBRARIAN II	83,415.29	87,427.88	91,641.09	96,064.96	100,710.03
		6,951.27	7,285.66	7,636.76	8,005.41	8,392.50
		1,604.14	1,681.31	1,762.33	1,847.40	1,936.73
		40.10350	42.03263	44.05822	46.18508	48.41828
4221	LIBRARY ASSISTANT	71,002.14	74,394.06	77,955.59	81,695.19	85,621.79
		5,916.85	6,199.51	6,496.30	6,807.93	7,135.15
		1,365.43	1,430.66	1,499.15	1,571.06	1,646.57
		34.13564	35.76638	37.47865	39.27653	41.16432
4222	LIBRARY ASSISTANT, SUPERVISING	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.22681	40.06211	41.98916	44.01257	46.13716
4220	LIBRARY CLERK	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519

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5060	MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5061	MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5062	MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5063	MAINTENANCE WORKER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5070	MECHANIC	86,146.96	90,296.14	94,652.75	99,227.22	104,030.41
		7,178.91	7,524.68	7,887.73	8,268.94	8,669.20
		1,656.67	1,736.46	1,820.25	1,908.22	2,000.58
		41.41681	43.41161	45.50613	47.70539	50.01462
5071	MECHANIC SENIOR	93,456.84	97,971.51	102,711.90	107,689.32	112,915.62
		7,788.07	8,164.29	8,559.33	8,974.11	9,409.64
		1,797.25	1,884.07	1,975.23	2,070.95	2,171.45
		44.93117	47.10169	49.38072	51.77371	54.28636
4240	NEIGHBORHOOD PRESERVATION OFFICER	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
5020	PARTS AND INVENTORY CONTROL WORKER	72,767.98	76,248.19	79,902.42	83,739.36	87,768.16
		6,064.00	6,354.02	6,658.54	6,978.28	7,314.01
		1,399.38	1,466.31	1,536.59	1,610.37	1,687.85
		34.98461	36.65778	38.41463	40.25931	42.19623
4250	PERMIT TECHNICIAN	74,087.65	77,633.85	81,357.37	85,267.06	89,372.24
		6,173.97	6,469.49	6,779.78	7,105.59	7,447.69
		1,424.76	1,492.96	1,564.56	1,639.75	1,718.70
		35.61906	37.32397	39.11412	40.99378	42.96742
4251	PERMIT TECHNICIAN II	79,052.31	82,846.74	86,830.91	91,014.27	95,406.80
		6,587.69	6,903.90	7,235.91	7,584.52	7,950.57
		1,520.24	1,593.21	1,669.83	1,750.27	1,834.75
		38.00592	39.83016	41.74563	43.75686	45.86865
4260	PLAN CHECK ENGINEER	125,813.43	131,945.92	138,385.03	145,146.12	152,245.26
		10,484.45	10,995.49	11,532.09	12,095.51	12,687.11
		2,419.49	2,537.42	2,661.25	2,791.27	2,927.79
		60.48723	63.43554	66.53126	69.78179	73.19484

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4120	PLANNER, ASSISTANT	102,132.14	107,080.58	112,276.43	117,732.08	123,460.49
		8,511.01	8,923.38	9,356.37	9,811.01	10,288.37
		1,964.08	2,059.24	2,159.16	2,264.08	2,374.24
		49.10199	51.48105	53.97905	56.60196	59.35600
4121	PLANNER, ASSOCIATE	117,732.08	123,460.49	129,475.34	135,790.93	142,422.30
		9,811.01	10,288.37	10,789.61	11,315.91	11,868.53
		2,264.08	2,374.24	2,489.91	2,611.36	2,738.89
		56.60196	59.35600	62.24776	65.28410	68.47226
4122	PLANNER, SENIOR	123,460.52	129,475.36	135,790.95	142,422.32	149,385.26
		10,288.38	10,789.61	11,315.91	11,868.53	12,448.77
		2,374.24	2,489.91	2,611.36	2,738.89	2,872.79
		59.35602	62.24777	65.28411	68.47227	71.81984
4270	POLICE CLERK	68,698.19	71,974.91	75,415.49	79,028.10	82,821.31
		5,724.85	5,997.91	6,284.62	6,585.68	6,901.78
		1,321.12	1,384.13	1,450.30	1,519.77	1,592.72
		33.02798	34.60332	36.25745	37.99428	39.81794
4271	POLICE CLERK, SENIOR	71,974.99	75,415.56	79,028.17	82,821.39	86,804.29
		5,997.92	6,284.63	6,585.68	6,901.78	7,233.69
		1,384.13	1,450.30	1,519.77	1,592.72	1,669.31
		34.60336	36.25748	37.99431	39.81798	41.73283
4272	POLICE CLERK, SUPERVISING	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4280	POLICE IDENTIFICATION TECHNICIAN	86,417.20	90,579.87	94,950.69	99,540.05	104,358.89
		7,201.43	7,548.32	7,912.56	8,295.00	8,696.57
		1,661.87	1,741.92	1,825.97	1,914.23	2,006.90
		41.54673	43.54801	45.64937	47.85579	50.17254
4290	PROPERTY AND EVIDENCE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	82,452.76	86,417.22	90,579.89	94,950.72	99,540.07
		6,871.06	7,201.44	7,548.32	7,912.56	8,295.01
		1,585.63	1,661.87	1,741.92	1,825.98	1,914.23
		39.64075	41.54674	43.54802	45.64938	47.85580
4300	PUBLIC SAFETY DISPATCHER	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4301	PUBLIC SAFETY DISPATCHER, SENIOR	88,914.77	93,202.33	97,704.28	102,431.32	107,394.72
		7,409.56	7,766.86	8,142.02	8,535.94	8,949.56
		1,709.90	1,792.35	1,878.93	1,969.83	2,065.28
		42.74749	44.80881	46.97321	49.24583	51.63208

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4302	PUBLIC SAFETY	97,758.70	102,488.47	107,454.71	112,669.28	118,144.56
	DISPATCHER, SUPERVISING	8,146.56	8,540.71	8,954.56	9,389.11	9,845.38
		1,879.98	1,970.93	2,066.44	2,166.72	2,272.01
		46.99938	49.27330	51.66092	54.16792	56.80027
4310	PURCHASING SPECIALIST,	89,044.61	93,457.00	98,090.01	102,954.67	108,062.56
	SUPERVISING	7,420.38	7,788.08	8,174.17	8,579.56	9,005.21
		1,712.40	1,797.25	1,886.35	1,979.90	2,078.13
		42.80991	44.93125	47.15866	49.49744	51.95315
4320	RECYCLING SPECIALIST	91,264.83	95,669.90	100,295.23	105,151.81	110,251.20
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87732	45.99514	48.21886	50.55375	53.00538
5081	TRAFFIC SIGNAL	75,385.36	78,996.46	82,788.10	86,769.34	90,949.62
	TECHNICIAN TRAINEE	6,282.11	6,583.04	6,899.01	7,230.78	7,579.14
		1,449.72	1,519.16	1,592.08	1,668.64	1,749.03
		36.24296	37.97907	39.80197	41.71603	43.72578
5080	TRAFFIC SIGNAL	80,440.90	84,304.76	88,361.84	92,621.75	97,094.67
	TECHNICIAN	6,703.41	7,025.40	7,363.49	7,718.48	8,091.22
		1,546.94	1,621.25	1,699.27	1,781.19	1,867.21
		38.67351	40.53113	42.48165	44.52969	46.68013
5082	TRAFFIC SIGNAL	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	TECHNICIAN, SENIOR	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4110	TRANSPORTATION	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
	ENGINEER, ASSOCIATE	10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
5150	WASTEWATER COLLECTIONS	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	SYSTEMS TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5151	WASTEWATER COLLECTIONS	71,783.37	75,253.61	78,897.36	82,723.30	86,740.53
	SYSTEMS WORKER I	5,981.95	6,271.13	6,574.78	6,893.61	7,228.38
		1,380.45	1,447.18	1,517.26	1,590.83	1,668.09
		34.51124	36.17962	37.93142	39.77082	41.70218
5152	WASTEWATER COLLECTIONS	78,713.37	82,530.10	86,537.68	90,745.63	95,163.99
	SYSTEMS WORKER II	6,559.45	6,877.51	7,211.47	7,562.14	7,930.33
		1,513.72	1,587.12	1,664.19	1,745.11	1,830.08
		37.84297	39.67793	41.60465	43.62771	45.75192
5153	WASTEWATER COLLECTIONS	86,374.91	90,574.73	94,984.54	99,614.84	104,476.64
	SYSTEMS WORKER III	7,197.91	7,547.89	7,915.38	8,301.24	8,706.39
		1,661.06	1,741.82	1,826.63	1,915.67	2,009.17
		41.52640	43.54554	45.66564	47.89175	50.22915

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5160	WATER DISTRIBUTION OPERATOR TRAINEE	66,385.61	69,546.72	72,865.88	76,350.99	80,010.38
		5,532.13	5,795.56	6,072.16	6,362.58	6,667.53
		1,276.65	1,337.44	1,401.27	1,468.29	1,538.66
		31.91616	33.43592	35.03167	36.70721	38.46653
5161	WATER DISTRIBUTION OPERATOR I	74,225.17	77,778.24	81,508.97	85,426.25	89,539.38
		6,185.43	6,481.52	6,792.41	7,118.85	7,461.62
		1,427.41	1,495.74	1,567.48	1,642.81	1,721.91
		35.68518	37.39338	39.18700	41.07031	43.04778
5162	WATER DISTRIBUTION OPERATOR II	84,884.40	88,970.45	93,260.79	97,765.65	102,495.75
		7,073.70	7,414.20	7,771.73	8,147.14	8,541.31
		1,632.39	1,710.97	1,793.48	1,880.11	1,971.07
		40.80981	42.77425	44.83692	47.00272	49.27680
5163	WATER DISTRIBUTION OPERATOR III	91,422.05	95,834.96	100,468.55	105,333.81	110,442.30
		7,618.50	7,986.25	8,372.38	8,777.82	9,203.53
		1,758.12	1,842.98	1,932.09	2,025.65	2,123.89
		43.95291	46.07450	48.30219	50.64125	53.09726
5164	WATER DISTRIBUTION SENIOR OPERATOR	95,834.98	100,468.57	105,333.83	110,442.32	115,806.28
		7,986.25	8,372.38	8,777.82	9,203.53	9,650.52
		1,842.98	1,932.09	2,025.65	2,123.89	2,227.04
		46.07451	48.30220	50.64126	53.09727	55.67610
5165	WATER DISTRIBUTION SUPERVISING OPERATOR	105,102.14	110,199.08	115,550.85	121,170.21	127,070.56
		8,758.51	9,183.26	9,629.24	10,097.52	10,589.21
		2,021.20	2,119.21	2,222.13	2,330.20	2,443.66
		50.52988	52.98033	55.55329	58.25491	61.09162
5170	WATER RESOURCES COORDINATOR	98,795.12	103,615.93	108,677.80	113,992.76	119,573.47
		8,232.93	8,634.66	9,056.48	9,499.40	9,964.46
		1,899.91	1,992.61	2,089.96	2,192.17	2,299.49
		47.49765	49.81535	52.24894	54.80421	57.48725
5171	WATER RESOURCES COORDINATOR - ELECTRICAL & INSTRUMENTATION	102,608.89	107,620.41	112,882.49	118,407.69	124,209.15
		8,550.74	8,968.37	9,406.87	9,867.31	10,350.76
		1,973.25	2,069.62	2,170.82	2,277.07	2,388.64
		49.33120	51.74058	54.27043	56.92677	59.71594
5100	WR INSTRUMENT CONTROL TECHNICIAN	93,416.70	97,968.60	102,748.11	107,766.58	113,035.97
		7,784.73	8,164.05	8,562.34	8,980.55	9,419.66
		1,796.48	1,884.01	1,975.93	2,072.43	2,173.77
		44.91188	47.10029	49.39813	51.81086	54.34422
5110	WR LABORATORY TECHNICIAN	89,300.98	93,647.10	98,210.53	103,002.12	108,033.30
		7,441.75	7,803.93	8,184.21	8,583.51	9,002.78
		1,717.33	1,800.91	1,888.66	1,980.81	2,077.56
		42.93316	45.02264	47.21660	49.52025	51.93909
5120	WR MECHANIC I	83,506.88	87,602.74	91,903.39	96,419.08	101,160.55
		6,958.91	7,300.23	7,658.62	8,034.92	8,430.05
		1,605.90	1,684.67	1,767.37	1,854.21	1,945.40
		40.14754	42.11670	44.18432	46.35533	48.63488

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5121	WR MECHANIC II	94,081.30	98,705.88	103,561.69	108,660.29	114,013.82
		7,840.11	8,225.49	8,630.14	9,055.02	9,501.15
		1,809.26	1,898.19	1,991.57	2,089.62	2,192.57
		45.23139	47.45475	49.78927	52.24052	54.81434
5131	WR OPERATOR - GRADE I	84,329.71	88,388.00	92,649.24	97,123.51	101,821.50
		7,027.48	7,365.67	7,720.77	8,093.63	8,485.13
		1,621.73	1,699.77	1,781.72	1,867.76	1,958.11
		40.54313	42.49423	44.54290	46.69400	48.95264
5132	WR OPERATOR - GRADE II	88,377.12	92,637.79	97,111.51	101,808.90	106,741.17
		7,364.76	7,719.82	8,092.63	8,484.08	8,895.10
		1,699.56	1,781.50	1,867.53	1,957.86	2,052.71
		42.48900	44.53740	46.68823	48.94659	51.31787
5133	WR OPERATOR - GRADE III	95,313.48	99,920.98	104,758.85	109,838.61	115,172.36
		7,942.79	8,326.75	8,729.90	9,153.22	9,597.70
		1,832.95	1,921.56	2,014.59	2,112.28	2,214.85
		45.82379	48.03893	50.36483	52.80702	55.37133
5130	WR OPERATOR - TRAINEE	71,397.02	74,808.69	78,390.95	82,152.33	86,101.77
		5,949.75	6,234.06	6,532.58	6,846.03	7,175.15
		1,373.02	1,438.63	1,507.52	1,579.85	1,655.80
		34.32549	35.96572	37.68796	39.49631	41.39508
5134	WR SENIOR OPERATOR	99,935.20	104,773.79	109,854.29	115,188.83	120,790.10
		8,327.93	8,731.15	9,154.52	9,599.07	10,065.84
		1,921.83	2,014.88	2,112.58	2,215.17	2,322.89
		48.04577	50.37201	52.81456	55.37925	58.07216
5141	WR SOURCE CONTROL INSPECTOR	93,784.92	98,355.24	103,154.07	108,192.83	113,483.55
		7,815.41	8,196.27	8,596.17	9,016.07	9,456.96
		1,803.56	1,891.45	1,983.73	2,080.63	2,182.38
		45.08890	47.28617	49.59330	52.01578	54.55940
5140	WR SOURCE CONTROL TECHNICIAN	88,348.71	92,607.98	97,080.20	101,776.02	106,706.64
		7,362.39	7,717.33	8,090.02	8,481.34	8,892.22
		1,699.01	1,780.92	1,866.93	1,957.23	2,052.05
		42.47534	44.52307	46.67317	48.93078	51.30127
5135	WR SUPERVISING OPERATOR	109,605.26	114,927.33	120,515.52	126,383.12	132,544.09
		9,133.77	9,577.28	10,042.96	10,531.93	11,045.34
		2,107.79	2,210.14	2,317.61	2,430.44	2,548.92
		52.69484	55.25352	57.94015	60.76112	63.72312
4330	YOUTH SERVICES CASE COORDINATOR	87,919.94	92,157.75	96,607.48	101,279.67	106,185.48
		7,326.66	7,679.81	8,050.62	8,439.97	8,848.79
		1,690.77	1,772.26	1,857.84	1,947.69	2,042.03
		42.26920	44.30661	46.44590	48.69215	51.05071

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/06/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	115,358.76	121,126.70	127,183.04	133,542.19	140,219.30
		9,613.23	10,093.89	10,598.59	11,128.52	11,684.94
		2218.44	2329.36	2445.83	2568.12	2696.53
		55.46094	58.23399	61.14569	64.20298	67.41313
3100	POLICE SERGEANT	143,541.70	150,718.78	158,254.72	166,167.46	174,475.83
		11,961.81	12,559.90	13,187.89	13,847.29	14,539.65
		2760.42	2898.44	3043.36	3195.53	3355.30
		69.01043	72.46095	76.08400	79.88820	83.88261
3120	POLICE TRAINEE (Non-Sworn)	40.40550	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$14,447.70	-	$18,059.62
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$13,440.01	-	$16,800.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$12,776.71	-	$15,970.89
2005	Airport Manager			
2095	Housing & Human Services Manager			
		$12,643.58	-	$15,804.48
2200	Senior Transportation Engineer			
		$12,132.52	-	$15,165.65
2140	Permit Center Manager			
		$12,108.13	-	$15,135.16
2190	Senior Civil Engineer			
		$11,963.50	-	$14,954.37
2070	IT Operations Manager			
2115	Information Technology Manager			
		$11,615.05	-	$14,518.81
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
2240	Youth and Family Services Manager - Clinical			
		$10,966.23	-	$13,707.79
2035	Assistant Finance Manager			
2040	Assistant Library Director			
2085	Economic Development Manager			
2120	Inspection & Neighborhood Preservation Manager			
2225	Water Resources Operations Manager			
2230	Water Resources Technical Programs Manager			
2245	Youth and Family Services Manager - Programs			

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$10,424.41	-	$13,030.51
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2175	Public Works Manager			
2210	Network Engineer*			
2215	Water Distribution Operations Manager			
		$10,313.76	-	$12,892.20
2065	Construction Inspection Manager			
		$10,266.69	-	$12,833.36
2150	Police Business Services Manager			
2155	Police Facility & Equipment Manager			
		$9,742.94	-	$12,178.68
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2180	Public Works Supervisor			
		$7,923.28	-	$9,904.10
2080	Deputy City Clerk			
2130	Management Analyst I			
2205	Supervising Librarian			
2235	Water Resources Communications Representative			

*Position Retitled from Systems Administrator

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,920 - $19,500/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)*	$14,447.70	-	$18,059.62
2440	Assistant City Attorney, Senior (Confidential)	$15,576.62	-	$19,470.78
2442	Assistant City Attorney (Confidential)*	$14,447.70	-	$18,059.62
2400	Assistant to the City Manager (Confidential)	$12,776.71	-	$15,970.89
2444	Deputy City Attorney (Confidential)*	$10,266.69	-	$12,833.36
2420	Human Resources Manager (Confidential)	$13,440.01	-	$16,800.01
2450	Human Resources Analyst, Senior (Conf)	$10,424.41	-	$13,030.51
2411	Human Resources Analyst II (Confidential)	$9,742.94	-	$12,178.68
2410	Human Resources Analyst I (Confidential)	$7,923.28	-	$9,904.10
2460	Management Analyst, Senior (Confidential)	$10,424.41	-	$13,030.51
2431	Management Analyst II (Confidential)	$9,742.94	-	$12,178.68
2430	Management Analyst I (Confidential)	$7,923.28	-	$9,904.10
2465	Risk Manager (Confidential)	$11,767.27	-	$14,709.09

*Moved to Management Confidential effective October 7, 2024

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$14,860 - $23,050/month
Effective July 1, 2024

Class Code	Classification	Salary Range		
3000	Police Captain	$18,433.26	-	$23,041.57
3010	Police Lieutenant	$14,863.78	-	$18,579.73

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,240 - $10,940/month
Effective July 1, 2024

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,248.02	-	$6,560.02
2610	Administrative Specialist I	$6,074.42	-	$7,593.03
2611	Administrative Specialist II	$6,831.78	-	$8,539.72
2620	Executive Assistant	$8,745.71	-	$10,932.14
2630	Human Resources Clerk I	$6,074.42	-	$7,593.03
2631	Human Resources Clerk II	$6,682.54	-	$8,353.18
2640	Human Resources Technician	$7,332.50	-	$9,165.63
2650	Law Office Supervisor	$8,745.71	-	$10,932.14
2660	Legal Assistant	$7,262.82	-	$9,078.52

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$16,846 - $26,052/month
Effective November 18, 2024

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	$16,846.32	-	$21,057.90
1200	Assistant City Manager	$18,172.50	-	$22,715.62
1220	Community Development Director	$16,846.32	-	$21,057.90
1205	Deputy City Manager	$14,447.69	-	$18,059.62
1210	Deputy City Manager/City Clerk	$14,447.69	-	$18,059.62
1225	Innovation & Economic Development Dir	$16,846.32	-	$21,057.90
1230	Library Services Director	$16,846.32	-	$21,057.90
1235	Police Chief*	$20,841.11	-	$26,051.39
1240	Public Works Director	$16,846.32	-	$21,057.90

*2.5% Salary Adjustment effective 07/01/2024

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$370,656	11/18/2024
1100	City Attorney	$315,269	11/18/2024

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.00 - $26.00	01/01/24
8205	Field/Maintenance Aide	$16.00 - $26.00	01/01/24
8210	Law Clerk	$16.00 - $26.00	01/01/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.00 - $20.00	01/01/24
8220	Police Cadet	$16.00 - $26.00	01/01/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Hearing to consider the Housing and Human Services needs and Housing and Human Services Grant Priorities for Fiscal Years 2025-27.

RECOMMENDED ACTION

The Human Services Commission and staff recommend the City Council adopt a resolution approving the Housing and Human Services Grant Priorities for Fiscal Years 2025-27.

SUMMARY

The Human Services Commission and staff recommend the City Council adopt a resolution approving the Housing and Human Services Grant priorities as set forth in Exhibit A to the Resolution. These priorities are based on input from Livermore's non-profit service providers and community members about their most pressing housing and human services needs and will inform the next Housing and Human Services Grant application process to select projects serving low-income, senior, youth, people experiencing homelessness and disabled Livermore residents.

DISCUSSION

Through the annual Housing and Human Services Grants funding process, the City of Livermore offers multiple funding sources to support capital projects and public service programs benefiting low-income Livermore households, which are consistent with the City's goals and priorities. In fiscal year FY2024-25, the City received $380,352 in federal Community Development Block Grant (CDBG) funds and $117,839 in HOME Investment Partnerships Program (HOME) funds. The City leveraged these federal dollars with $80,000 of General Funds (to temporarily supplement the City's Social Opportunity Endowment), $310,000 of Affordable Housing Trust Funds and $30,000 of prior year unexpended CDBG funds. These funding sources provided 13 grants to nine public and non-profit agencies delivering vital services to Livermore residents. Funded projects include food programs for seniors, tenant based rental assistance programs and emergency shelter for people experiencing homelessness.

On January 8, 2024, City Council approved a Community Benefit Policy and established a Community Benefit Fund to guide Staff in the negotiations with land developers for direct financial contributions that

provide community benefits other than those within the City's development fee structure, including Human Services programs. Since that time, staff negotiated, and City Council approved $1,800,000 in total funding commitments from the Isabel Crossing development and the Arroyo Vista development to help restore the Social Opportunity Endowment (SOE). Prior to its depletion, the SOE provided $80,000 in annual funding through the Housing and Human Services Grants process to support human services programs. Those funds have been backfilled by the General Fund for the past two years. Staff anticipates the first funding payments from those developments to begin in 2025 which will cover eligible grants funded through the FY 2025-27 process. Staff is developing a plan to manage the use of those funds over time to maximize the longevity of the fund.

Separately, Community Development Department staff are exploring a new source of State funding to incentivize the creation of Accessory Dwelling Units (ADU's) in the City. This program would be administered separately from the upcoming Housing and Human Services grant process. The State ADU funding would be administered directly to homeowners for construction of new ADU's, including those who are low income.

Staff will be implementing a two-year funding cycle for Housing and Human Services Grants process starting in FY 2025-27. In April 2023, the City Council directed staff to explore moving towards a two-year grant process. Staff's evaluation concluded it would provide the City's non-profit partners with more funding predictability/financial stability, reduce non-profit and City staff administration time, and address the request from non-profit agencies for all of the Tri-Valley cities to streamline their grants funding processes. Both the CDBG regulations and the Human Services Commission duties and responsibilities allow for a two-year grant process.

The City's Five-Year Consolidated Plan sets forth broad policy goals for addressing identified priority needs using federal CDBG and HOME funds and establishes a "Citizen Participation Plan" which describes the City's policies and procedures for public involvement in the grants process. The City's Citizen Participation Plan requires a community outreach process and public hearing on housing and human services needs prior to each Housing and Human Services grant cycle.

The community outreach process provides valuable input on current safety net service needs which align closely with the projects currently being funded. City staff tabled at two community events in August 2024 to gather input about needs in the community. The first event was the Salud y Sol End of Summer Health Fiesta hosted by Tri-Valley Non-Profit Alliance (TVNPA), which drew over 1,000 people to May Nissen Park in Livermore to learn about services that are provided for low-income residents. The second community event was the Livermore Farmers Market. At both events, staff was able to survey residents about community needs and distribute Tri-Valley Affordable Housing Rental Guides and Human Services Pocket Guides.

Prior to this, from November 2022 through June 2023, extensive outreach was done to develop the 2024 Eastern Alameda County Human Services Needs Assessment (EACHSNA). The EACHSNA evaluates the strengths and needs and makes recommendations for the human service delivery network for the region and the individual cities of Livermore, Pleasanton and Dublin. Input from 338 people was received as part of the outreach process to develop the report, which included focus groups, one-on-one interviews with community members, tabling at community events and interviews with the non-profit leaders.

In January 2024, the City established a Homeless Roundtable to unite non-profit organizations and

service providers to strategize in addressing the city's needs while identifying opportunities for expanding available services. Based on the opportunities identified by the group, at the April 2024 meeting, working groups were formed to focus on the following priorities: Universal Basic Income, Mental Health and Substance Use Treatment services, Collaboration and Outreach efforts, and Alternatives to Affordable Housing. A few priority projects have identified funding sources and agencies to support a pilot program, including Universal Basic Income. The Homeless Roundtable working groups are consistent with the proposed grant priorities, and projects that are created from the working groups could be eligible for grant funding if they applied through the Housing and Human Services Grants process.

On September 10, 2024, the Human Services Commission reviewed the feedback from staff's outreach efforts as well as the recommendations from the 2024 EACHSNA and developed a set of four funding priorities for the next Housing and Human Services Grant cycle. The four priorities are: Housing Services, Homeless Services, Health Care Services, and Service Provision, Awareness, and Navigation. Each priority is further described in Exhibit A to the Resolution. As required by the Citizen Participation Plan, the City published a public notice on September 26, 2024, notifying the community of the FY 2025-27 Housing and Human Services Grant Priorities public hearing that will take place at the October 28, 2024, Council meeting.

If adopted by City Council, the Housing and Human Services grant priorities will inform how the Human Services Commission will evaluate and score all grant applications submitted to the City by non-profit and public agencies for the next two fiscal years, covering FY 2025-26 and FY 2026-27. The Human Services Commission will review submitted grant applications during their regular February and March 2025 Human Services Commission meetings and will bring funding recommendations to Council for their consideration at a future meeting.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts other than staff time associated with the community outreach process. The priorities adopted by City Council will inform funding decisions made during the next Housing and Human Services Grant cycle.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

8: Expand and Improve Access to Human Services

ATTACHMENTS

1. Resolution
2. Exhibit A - City of Livermore Housing and Human Services Grant Priorities FY 2025-27

Prepared by: Amy Walker
Management Analyst 1

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE HOUSING AND HUMAN SERVICES GRANT PRIORITIES FOR FISCAL YEARS 2025-27

Each year, the City of Livermore ("City") brings together multiple funding sources to support capital projects and public service programs benefiting low-income Livermore households that are consistent with the City's goals and priorities. These funding sources include federal Community Development Block Grant ("CDBG") funds and HOME Investment Partnership Program ("HOME") funds which are leveraged with City sources, including the Social Opportunity Endowment ("SOE") Fund, Affordable Housing Trust Fund and Social and Human Services Facility Fee Fund.

The City has traditionally allocated these federal and local funds through its Housing and Human Services Grant Program to eligible public and non-profit agencies that provide housing and social services. For FY 2024-25, the City's Housing and Human Services Grant Program is providing 13 grants to nine public and non-profit agencies.

The City of Livermore Citizen Participation Plan requires a community outreach process and public hearing on housing and human services needs prior to each Housing and Human Services grant cycle. As part of an update to the FY 2025-27 priorities, staff tabled at two community events in August 2024, to gather input about the needs in the community. And from November 2022 through June 2023, extensive outreach was done for the 2024 Eastern Alameda County Human Services Needs Assessment ("EACHSNA") through focus groups, one-on-one interviews with community members, tabling at community events, and interviews with non-profit leaders.

On September 10, 2024, the Human Services Commission provided feedback on staff's outreach efforts as well as the results from the 2024 EACHSNA and recommended a set of four funding priorities for the next Housing and Human Services Grant cycle, as set forth in the attached Exhibit A. City staff recommend the City Council adopt a resolution approving these Housing and Human Service Grant priorities for FY 2025-27. These priorities will inform how the Human Services Commission will evaluate and score all grant applications submitted to the City by non-profit and public agencies during the grant cycle.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it approves the Housing and Human Services Grant Priorities for FY 2025-27 as recommended in the attached Exhibit A which will inform the Housing and Human Services Grant application process for the next Housing and Human Services grant cycle.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A - City of Livermore Housing and Human Services Grant Priorities FY 2025-27

CITY OF LIVERMORE CALIFORNIA

Housing and Human Services Grant

Priorities Fiscal Years 2025-27

1) Housing Services

- Affordable housing units for low-income families, people experiencing homelessness, people with disabilities, and seniors
- Rental assistance
- Housing services to keep low-income families, people with disabilities, and seniors housed

2) Homeless Services

- Emergency shelter and temporary/transitional housing
- Basic needs such as food services, showers/restrooms and storage
- Employment services
- Supportive services such as service navigation and counseling

3) Health Care Services

- Navigation of mental health services and substance use programs for low-income people, people experiencing homelessness, youth and seniors
- Support services for people with disabilities, seniors, low-income families, and survivors of domestic violence
- Medical and dental services

4) Service Provision, Awareness, and Navigation

- Food security
- Access to critical safety net services for non-English speakers, people with disabilities, seniors, low-income families, and youth
- Access to and navigation of social services and government sponsored programs
- Transportation services
- Access to programs that promote and support economic stability

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution accepting the Altamont Landfill Open Space Committee's recommendation to expend funds from the Open Space Account for a grant in the amount of $56,000 to allow the Alameda County Resources Conservation District and the California Rangeland Trust to conduct an outreach program to educate Alameda County ranchers about permanent conservation easements. The grant also includes monies to establish a revolving fund to help landowners cover up-front appraisal costs.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Determining that the Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the funding of the outreach program and revolving fund for appraisal costs, is not a project under the California Environmental Quality Control Act (CEQA);
2. Finding the Open Space Committee's recommendation for the expenditure of $56,000 from the Open Space Account to fund the grant request by the Alameda County Resources Conservation District and California Rangeland Trust to conduct outreach and establish a revolving fund for appraisal costs, is consistent with the Livermore General Plan;
3. Determining that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities;
4. Accepting the Altamont Landfill Open Space Committee's proposed expenditure of $56,000 from the Altamont Landfill Settlement Agreement Open Space Account; and
5. Directing staff to place future Altamont Landfill Open Space Committee funding concurrences on the consent calendar, consistent with the Alameda County Board of Supervisor's practice.

SUMMARY

The Open Space Committee, on which the City of Livermore serves as a voting member, recommends funding a grant request from the Alameda County Resources Conservation District and the California Rangeland Trust. The goal of the grant proposal is to ultimately generate future grant proposals for conservation easements. The proposal includes an outreach program with two in-person workshops, as well as the production of a webinar that can be viewed online anytime. Additionally, the proposal includes

the establishment of a revolving fund to help cover appraisal costs. The program will educate Alameda County ranchers about the benefits of placing conservation easements on their property and the revolving fund will help remove financial barriers to beginning the process of placing conservation easements on open space. For example, the revolving fund can be used to offset initial appraisal costs that landowners normally pay if they want to put their land under permanent conservation easements.

On May 17, 2024, the Open Space Committee voted to expend $56,000 from the Altamont Landfill Open Space Account to the Alameda County Resources Conservation District (see Attachment 1 for background and the full text of the grant application). The City of Livermore will administer the Agreement (Attachment 2) with the Alameda County Resources Conservation District and transfer the funds awarded from the Open Space Account to the Alameda County Resources Conservation District, according to the terms in the Agreement.

DISCUSSION

BACKGROUND

Altamont Landfill Settlement Agreement Open Space Account

In 1999, Alameda County, Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, entered into a Settlement Agreement that resolved a legal challenge relating to the proposed expansion of the Altamont Landfill. Results of the Settlement Agreement include substantial reductions in the landfill expansion and waste imports, and a requirement for the operator to collect a $0.75 per ton fee for open space acquisition. The collected fees are deposited to an Open Space Account and funding is then allocated through a process established in the Settlement Agreement.

The Settlement Agreement established an Open Space Committee whose role, in part, is to recommend allocations of funding from the Open Space Account. Funding allocations are recommended by the voting members of the Open Space Committee. The City of Livermore, Alameda County, and the Sierra Club represent the voting members for the eastern acquisition priority area which receives 80 percent of the Open Space Account money. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members for the western acquisition priority area that receives 20 percent of the Open Space Committee account money. Currently, there is $20,381,924 million in the Open Space Account designated for expenditures in the eastern acquisition area and $3,032,600 in the western area (as of September 20, 2024).

Vasco Road Landfill Open Space Fund

On May 4, 2006, the Alameda County Board of Supervisors upheld the County Planning Commission’s approval amending the Conditional Use Permit for Vasco Road Landfill to continue landfill and recycling activities. Consistent with the language in the Altamont Settlement Agreement, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees for open space, recycling/diversion education, and host community impact, as the Altamont Landfill operator (Waste Management of Alameda County, Inc.). Vasco Road Landfill Conditions of Approval require the collection and expenditures from the fee accounts to be identical to the Altamont Landfill Settlement Agreement.

ANALYSIS

The Open Space Committee holds regular meetings under the terms of the Settlement Agreement. Vice

Mayor Carling is Livermore's Open Space Committee representative. The Settlement Agreement requires the Open Space Committee to establish a priority list of future acquisition areas in Eastern Alameda County based upon the selection criteria in the Settlement Agreement:

1. Properties with significant value for preservation of native biological diversity and/or wildlife, and

2. Properties having significant value for visual character and/or non-motorized recreation.

Additional selection criteria include strategic value in land protection, additional funding sources, and willing sellers. The purchase of permanent conservation easements that are consistent with these priorities are also eligible for funding.

Section 7.4.7 of the 1999 Altamont Landfill Settlement Agreement states:

"By approval of a majority of the members of the Advisory Committee, and concurrence by the County and Cities, up to five percent (5%) of the funds received in the Open Space Account in any given year may be expended for the services of independent consultants to aid the Advisory Committee in carrying out its duties to identify open space areas in need of protection and to make plans for their acquisitions, and up to two percent (2%) of the fund received in the Open Space Account any given year may be expended for costs incurred in the financial management of the account."

In accordance with Section 7.4.7 of the Settlement Agreement, the voting members from both the east and west acquisition priority areas voted unanimously to authorize the expenditure of $56,000. This includes $24,700 for the outreach portion, and $31,300 for establishment of the revolving fund and administrative costs.

In 2023, the Altamont Open Space Fund received $2,229,931. Five percent of that total is $111,496.57. The total includes the fees paid by both landfills and interest on the account. The $56,000 grant request falls within the five percent of funds received for 2023.

The City of Livermore will administer the proposed Agreement since the Open Space Committee does not have contract authority. The City's role, as a party to the Agreement, will be to execute the agreement with the Alameda Resources Conservation District. The City will transfer funding awarded from the Open Space Account to the Alameda County Resource Conservation District for: (1) consultant services, on an invoice payment basis; and (2) the one-time transmittal of funds to ACRCD for the Revolving Fund. Section 7.4.7 also requires the City Council to concur with the Open Space Committee's authorization of funding, which is the purpose of this staff report and recommended Council action. Because the funding amount for this agreement is for only $56,000 it does not require City Council approval.

Supporting the Alameda County Resources Conservation District and the California Rangeland Trust in their efforts to educate ranchers and rural landowners about the value of conservation easements is consistent with the implementation of Livermore's 2003 General Plan, which includes the following goals, objectives, and policies regarding open space and conservation:

Goal OSC-1 Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 Maintain biodiversity within the Planning Area with special emphasis on species that

are sensitive, rare, declining, unique, or represent valuable biological resources.

Policy 1. Priority shall be given to land acquisition efforts that would result in the creation and expansion of linkages between existing protected natural resource areas.

Policy 2. The City shall support efforts to preserve and maintain Corral Hollow, important as the most northerly range of desert plants and animals, as open space.

Policy 3 The City shall support efforts to preserve and maintain Cedar Mountain, important for its restricted stand of Sargent Cypress as open space.

Policy 5. The City shall support efforts to preserve and protect the Brushy Peak Regional Preserve consistent with the goals of East Bay Regional Park District's Master Plan for the Preserve.

Policy 6. The City shall preserve and maintain Frick Lake and the Springtown Alkali Sink area s important wildlife and plan habitats through preservation of open space in and around these areas.

OSC-1.2 P1. Habitats of rare or endangered species shall be preserved.

OSC-1.3 Conserve Livermore's native tree and vegetation, which are important biological resources within the planning area.

OSC-1.4 P1. The City shall encourage the County of Alameda, East Bay Regional Park District, and the Livermore Area Recreation and Parks District to preserve and protect areas outside the Urban Growth Boundary.

Policy 3. The City shall encourage and cooperate with the County, East Bay Regional Park District, Livermore Area Recreation and Park District, and other agencies and organizations to establish a program to preserve representative examples of natural and near-natural landscape communities, such as the Springtown Alkali Sink, Brushy Peak, Corral Hollow, Cedar Mountain and Sycamore Grove.

OSC-2.1 Continue efforts to ensure that development does not harm the quality or quantity of Livermore's surface or ground water.

On August 8, 2024, The Alameda County Board of Supervisors approved the expenditure from the Open Space Account. Based on the consistency with General Plan policy, staff recommends the Council accept the Open Space Committee's proposed expenditure of $56,000 to fund the outreach and revolving fund contract for professional services with the Alameda County Conservation Resource District and the California Rangeland Trust.

FISCAL AND ADMINISTRATIVE IMPACTS

If the Livermore City Council accepts the Committee's recommendation, the balance in the Altamont Landfill Settlement Open Space Account will be reduced by $44,800 (80% of $56,000) for the eastern portion and $11,200 (20% of $56,000) for the western portion. Funding this grant request would have no impact on the City's General Fund other than the allocation of staff time to prepare this report to the City Council and administer the contract. ACRCD will oversee and manage the outreach and revolving fund with the Rangeland Trust as a partner.

COMMUNITY PILLAR

3: Environmental Stewardship.

GOAL

1: Lead Efforts to Implement the Updated Climate Action Plan in Collaboration with Internal and External Partners

ATTACHMENTS

1. Grant Request Proposal
2. Agreement
3. Resolution

Prepared by: Jennifer Ackerman
Associate Planner

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Altamont Open Space Fund grant request for Alameda County Rancher Outreach Program

Submitted by Alameda County Resource Conservation District and California Rangeland Trust

Project Description:

The Alameda County Resource Conservation District (ACRCD) and the California Rangeland Trust (CRT) request a grant in the amount of $56,000 for an outreach program to educate Alameda County ranchers about permanent conservation easements. The goal of the outreach program is to generate future grant proposals for the Altamont Open Space Fund by educating county ranchers and other rural landowners about the value of placing perpetual conservation easements on their properties. The outreach program will consist of two in-person workshops, one each in the western 20% and the eastern 80% funding areas, as well as the production of a webinar that can be viewed online at any time. Additionally, the grant proposal includes monies for a unique revolving fund to help landowners cover up-front appraisal costs associated with establishing a conservation easement value, which can be a barrier to participation.

Background:

The Altamont Landfill Settlement Agreement provides for acquisition in fee or permanent easement of property having significant value for preservation of native biological diversity and/or wildlife habitat, or of property having significant value for visual character and/or non-motorized recreation.

Despite being in existence since 2001, the Open Space Committee has funded only one grant, in 2023, for a permanent conservation easement. This compares with 18 grants made for acquisition in fee title. Recent grants for acquisition in fee approved in March 2024 ranged from $16,800 to $31,875 per acre, whereas the grant approved in September 2023 for the Dirrane (formerly known as "DC") Ranch for a permanent conservation easement was at a cost of $3,083 per acre. The Open Space Fund's contribution included an endowment for monitoring and enforcement of the easement and other due diligence costs. Simply put, permanent conservation easements are cost effective solutions to preserve native biological diversity and open space. They can significantly extend the life of the Open Space Fund and protect more open space land in the process.

The Settlement Agreement allows for the assistance of land trusts, special districts, and members of the ranching community to help the Open Space Committee carry out its mission.

<u>About the California Rangeland Trust</u>
In 1997, seeing the multitude of challenges facing the agricultural industry, a group of cattlemen and women from the California Cattlemen's Association identified an inherent need to offer creative conservation solutions to the ranching community. Their vision was to create an organization for ranchers, run by ranchers, to protect the land and its natural resources for current and future generations of Californians. After learning from and networking with like-minded groups, such as the Colorado Cattlemen's Agricultural Land Trust, the California Rangeland

Trust was born. It sought to provide real tools, common vision, and collaborative opportunities to the ranching community.

These same values still hold true today as we seek to honor ranchers, preserve grazing operations, and protect California's natural resources. The Rangeland Trust's mission is simple: we exist to serve the land, people, and wildlife by conserving California's working rangelands. As the largest statewide land trust in California, we have helped 90 ranching families conserve nearly 400,000 acres of private rangeland. We recognize that rangelands are critical to air and water quality, wildlife habitat, biodiversity, local economies, and global food supplies. We believe in the importance of protecting rangeland and the life it sustains.

About the Alameda County Resource Conservation District

The ACRCD is an independent special district whose mission is to provide leadership in the County and region about natural resource conservation, biodiversity, and agricultural enhancements. ACRCD is non-regulatory and instead achieves its objectives through voluntary partnerships, policy initiatives, and other incentives-based efforts. We work with private and public land managers, providing education, technical assistance, and financial assistance. For example, the ACRCD administers education programs at the Sunol AgPark on behalf of the SFPUC. We provide technical assistance and County funding to farmers and ranchers under the Alameda County Compost for Agriculture Program. The ACRCD has successfully managed funding from the ALOSC for wildlife camera trapping in support of planning wildlife highway crossings and corridors.

Outreach Program Details:

Two workshops will take place in Fall of 2024, when ranchers typically have more time than in spring or summer to attend events. We propose holding the west side workshop at the Koopmann Ranch in Sunol, south of Pleasanton. The Rangeland Trust holds multiple conservation easements on the Koopmann Ranch, and Tim Koopmann has been invited to speak at the workshop about his experiences. The east side workshop will be held at the Martinelli Center on Greenville Road in Livermore.

Each workshop is expected to last approximately 1½ hours. An introduction will describe the Altamont Open Space Fund, the role of the Open Space Committee, the ACRCD's role in conservation, and the availability of funding for permanent conservation easements. The main part of the presentation by the Rangeland Trust will describe conservation easements in detail – how they work, what activities are typically allowed under an easement, and their value to current landowners and their heirs. The final part of the program will be a questions-and-answers period. Refreshments will be served.

The live webinar will build on the in-person workshop program. It will provide an opportunity to address topics and questions from the workshops; as such, we will finalize the agenda and form of the webinar after conducting the workshops. We anticipate involving a guest expert, such as a tax attorney, to speak to specific inquiries and concerns from participants. The webinar will be recorded and made available for future viewing.

Total Grant Request = $56,000

$1,000	Outreach and advertising
$4,000	Workshop/Webinar Direct Costs (2 in-person events with participant lunches; venue fees; chair rentals; handout materials; guest speaker fees/travel; webinar platform fees for 1 webinar)
$11,000	Rangeland Trust labor
$10,000	ACRCD labor

$30,000 - **Revolving fund for appraisals**:

One of the largest obstacles to pursuing conservation easements is determining the value of the property, which requires an independent appraisal by a professional certified for determining the per-acre value of the easement. Because the appraiser represents the property owner, the property owner is expected to pay for the appraisal. Such an appraisal can cost upwards of $10,000. This upfront cost can serve as a significant barrier for someone looking to pursue an easement, and it also can significantly reduce the net profit for the landowner when selling an easement, making the transaction financially impracticable.

To solve this problem, we propose a revolving fund of $30,000 for appraisals to mitigate this up-front finance barrier. The initial size of the fund would allow for three (estimated at $10,000 each) appraisals and subsequent easement projects to occur simultaneously in the ALOSC funding area. The DC Ranch grant that was approved in 2023 included $8,000 for its appraisal. To guard against speculative appraisals being commissioned by landowners, an appraisal paid from the revolving fund would only be authorized after a land trust such as the Rangeland Trust had thorough conversations with the landowners, determined they were serious, and had made its own professional assessment of the land, its conservation values, and the likelihood that a successful transaction would occur. Only then would an independent professional appraisal be authorized. When a grant for the easement is approved, the grant would cover the up-front cost of the appraisal, which would then be repaid to the revolving fund for future appraisals. The revolving fund will be held and managed by the ACRCD.

Report back to the ALOSC:

At the first Open Space Committee meeting in 2025, we will report back. The report will include:

- How many invitations were sent to Alameda County ranchers and other landowners, as well as a description of other ways the workshops and webinar were publicized.

- How many people attended each workshop and the webinar.

- How many properties the attendees represented. (The correspondence might not be 1 to 1; multiple generations representing the same property might attend.)

- A follow-up survey of attendees will ask how useful the workshops were: what information was most helpful for their understanding of how conservation easements work and how an easement could serve both their financial interest and their desire to conserve their land in perpetuity; what kind of information was lacking; and whether the presentations led them to seriously consider selling a permanent easement on their property.

- Finally, if the workshops lead to any follow-up discussions with ranchers or site visits to evaluate a property, this will be reported as well. We would note, however, that because the workshops will take place fairly late in the year, January 2025 might be too soon to show real results. For this reason, we will make annual reports to the Committee about the success in generating interest in permanent conservation easements among Alameda County ranchers. We will also report on the status of the revolving fund. This information will help the Committee gauge whether workshops in future years are worth investing in.

Thank you for considering this proposal for an Outreach Program for Alameda County ranchers about conserving their land with permanent conservation easements.

Dick Schneider
ACRCD Board member
richs59354@aol.com

Ian Howell
ACRCD Resource Conservationist
ian.howell@acrcd.org

Robin Hanson
California Rangeland Trust Programs Manager
rhanson@rangelandtrust.org

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2024, by and between the City of Livermore ("City"), a municipal corporation, and Alameda County Resource Conservation District ("Consultant"), a California Special District.

RECITALS

City requires professional services to conduct outreach to educate Alameda County ranchers about permanent conservation easements. The goal of the outreach program is to generate future grant proposals for the Altamont Open Space Fund by educating ranchers and other rural landowners about the value of placing perpetual conservation easements on their properties.

Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these warranties to retain Consultant.

AGREEMENT

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

1. Retention as Consultant. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.

2. Relationship of Parties – Independent Contractors. The relationship of the parties shall be that of independent contractors. Consultant and its employees are not City officers or employees. Consultant is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.

3. Description of Services. Consultant shall provide the following professional services as more particularly set forth in Exhibit "A" (collectively "the Services"):

The Alameda County Resource Conservation District (ACRCD) and the California Rangeland Trust (CRT) will conduct outreach to educate Alameda County ranchers about permanent conservation easements. The goal of the outreach program is to generate future grant proposals for the Altamont Open Space Fund by educating ranchers and other rural landowners about the value of placing perpetual conservation easements on their properties. The outreach program will consist of two in-person workshops, one each in the western 20% and the eastern 80% funding areas, as well as the production of a webinar that can be viewed online at any time. Additionally, the program will establish an innovative revolving fund to help landowners cover up-front appraisal costs associated with assessing the value of a conservation easement value.

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4. Consultant's Responsibilities. Consultant shall:

(a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;

(b) Provide the resources necessary to complete the Services in a timely manner;

(c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;

(d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services;

(e) Comply with all laws in effect that are related to Consultant and the Services;

(f) Coordinate the Services with Jennifer Ackerman, Assistant Planner ("Project Manager"), or such other person designated as the Project Manager by City;

(g) Be available to the Project Manager, and other parties referred to Consultant by the Project Manager, to answer questions or inquiries related to the Services;

(h) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested. Consultant shall not submit an invoice to City more frequently than once a calendar month;

(i) Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Consultant and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Consultant shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Consultant shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Consultant and City shall coordinate their delivery to City in the most efficient manner possible;

(j) Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(k) Consultant shall correct, at its own expense, all errors in the Services. Should Consultant fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Consultant;

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(l) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Consultant shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Consultant shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,

(m) Consultant's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $56,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

(b) City shall pay Consultant no later than 30 days after City receives a written invoice from Consultant and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on September 23, 2024, and terminates upon the completion of the Services or March 23, 2026, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Consultant at least 30 calendar-days written notice. Upon receipt of a termination notice, Consultant shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Consultant in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Consultant in the performance of the Services are City's property and Consultant shall deliver them to City upon demand.

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9. Copyright and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

(a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.

(b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Consultant shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services.

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Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Consultant represents that no City employee or official has a financial interest in Consultant. Consultant shall not offer, encourage, or accept any financial interest in any part of Consultant's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Consultant represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Consultant shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Consultants' financial interest. While it is Consultant's sole responsibility to evaluate its conflicts of interest, the Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Consultant shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Consultant constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Consultant must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or

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conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Stephen Riley, Planning Manager
City of Livermore
1052 S Livermore Avenue
Livermore, California 94550

TO CONSULTANT: Attention: Ian Howell, Senior Project Manager
Alameda County Resource Conservation District
3585 Greenville Road, Suite 2
Livermore, CA 94550

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof

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shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

****

Signatures and Attachment List on the Next Page

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONSULTANT: **Dated:**

DocuSigned by:
MARILYN HARVEY
A33CEAE436764AF...

10/1/2024 | 2:21 PM PDT

Marilyn Harvey
Interim Chief Executive Officer

CITY OF LIVERMORE: **Dated:**

Tina Olson
Administrative Services Director

APPROVED AS TO FORM:

DocuSigned by:
Katherine Mirassou
D48B6A0C4F27411...

Deputy/Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Attachments:

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

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ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT
NATURAL RESOURCES CONSERVATION SERVICE
Making Conservation Happen in Alameda County

3585 GREENVILLE RD. STE 2
LIVERMORE, CA 94550

T: 925-371-0154
F: 925-960-1550

Summary of Proposed Work – Altamont Open Space Fund: Rancher Easement Outreach

The Alameda County Resource Conservation District (ACRCD) and the California Rangeland Trust (CRT) will conduct outreach to educate Alameda County ranchers about permanent conservation easements. The goal of the outreach program is to generate future grant proposals for the Altamont Open Space Fund by educating ranchers and other rural landowners about the value of placing perpetual conservation easements on their properties. The outreach program will consist of two in-person workshops, one each in the western 20% and the eastern 80% funding areas, as well as the production of a webinar that can be viewed online at any time. Additionally, the program will establish an innovative revolving fund to help landowners cover up-front appraisal costs associated with assessing the value of a conservation easement value.

Roles and Responsibilities

Alameda County Resource Conservation District (ACRCD) – will serve as the fiscal and project lead entity. ACRCD is responsible for contract coordination with the City of Livermore. ACRCD will directly manage the Easement Appraisal Revolving Fund. ACRCD will support workshop planning and execution.

California Rangeland Trust (CRT) – will serve as the subject experts in the easement education workshops and webinar. CRT will operate as a sub-awardee/subcontractor on the project under the ACRCD. CRT will evaluate prospective conservation easement deals and the viability of requests to leverage the Easement Appraisal Revolving Fund.

City of Livermore (City) – will serve as the Altamont Landfill Open Space Committee's (ALOSC) administrative agent. The City will transfer funding awarded from the Altamont Open Space Fund to the Alameda County Resource Conservation District for: (1) consultant services, on an invoice payment basis; and (2) the one-time transmittal of funds to ACRCD for the Revolving Fund.

1. Easement Education Workshops & Webinar

The Altamont Landfill Settlement Agreement provides for acquisition in fee or permanent easement of property having significant value for preservation of native biological diversity and/or wildlife habitat, or of property having significant value for visual character and/or non-motorized recreation. Despite being

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in existence since 2001, the Altamont Landfill Open Space Committee (ALOSC) has funded only one grant, in 2023, for a permanent conservation easement. This compares with 18 grants made for acquisition in fee title. Recent grants for acquisition in fee approved in March 2024 ranged from $16,800 to $31,875 per acre, whereas the grant approved in September 2023 for the Dirrane (formerly known as "DC") Ranch for a permanent conservation easement was at a cost of $3,083 per acre. The Open Space Fund's contribution included an endowment for monitoring and enforcement of the easement and other due diligence costs. Permanent conservation easements are cost effective solutions to preserving native biological diversity and open space. They can significantly extend the life of the Open Space Fund and protect more open space land in the process.

ACRCD and CRT will host workshops to increase rancher and landowner awareness and understanding of permanent conservation easements, as well as the availability of funding through the ALOSC for such easements to preserve working lands.

TASKS

- Workshops: Two workshops will be organized, advertised, and presented by ACRCD and CRT in Fall of 2024 and/or early 2025 depending on scheduling. The west side workshop is tentatively planned to be held at the Koopmann Ranch in Sunol, south of Pleasanton. The California Rangeland Trust holds multiple conservation easements on the Koopmann Ranch, and Tim Koopmann has been invited to speak at the workshop about his experiences. The east side workshop will be held at the Martinelli Center on Greenville Road in Livermore.

  Each workshop will run about two hours, and approximately 20 participants are expected at each. An introduction will describe the Altamont Open Space Fund, the role of the ALOSC, the ACRCD's role in conservation, and the availability of funding for permanent conservation easements. The main part of the presentation by CRT will describe conservation easements in detail – how they work, what activities are typically allowed under an easement, and their value to current landowners and their heirs. The final part of the program will be a questions-and-answers period. Refreshments will be served.

- Webinar: The live webinar will build upon the in-person workshops. It will provide an opportunity to address topics and questions from the workshops; as such, the agenda and form of the webinar will be finalized after conducting the workshops. Guest experts, such as a tax attorney, may be invited to speak to specific inquiries and concerns from participants. The webinar will be recorded and made available for future viewing.

- Project Management: ACRCD staff will administer funding, manage subcontracting and purchasing, and prepare invoices. Further, ACRCD and CRT will report to the ALOSC on accomplishments from the workshops and webinar (e.g., marketing strategy, actual attendees, etc.).

DELIVERABLES

- ✓ Two in-person workshops, one in Sunol and one in Livermore
- ✓ Approximately 40 participants (ranchers, landowners) in attendance at workshops

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- ✓ One live webinar providing information to address questions and critical topics identified during in-person workshops
- ✓ Recording of webinar posted online for future viewing
- ✓ ACRCD and/or CRT attendance at one or more ALOSC meetings to report back on accomplishments

2. Easement Appraisal Revolving Fund

One of the largest obstacles to pursuing conservation easements is determining the value of the property, which requires an independent appraisal by a professional certified for determining the per-acre value of the easement. Because the appraiser represents the property owner, the property owner is expected to pay for the appraisal. Such an appraisal can cost upwards of $10,000. This upfront cost can serve as a significant barrier for someone looking to pursue an easement, and it also can significantly reduce the net profit for the landowner when selling an easement, making the transaction financially impracticable.

ACRCD will establish a revolving fund of $30,000 for appraisals to mitigate the up-front finance barrier. The initial size of the fund would allow for three (estimated at $10,000 each) appraisals and subsequent easement projects to occur simultaneously in the ALOSC funding area. The DC Ranch grant that was approved in 2023 included $8,000 for its appraisal. An appraisal paid from the revolving fund would only be authorized after a land trust such as CRT had thorough conversations with the landowners, determined they were serious, and had made its own professional assessment of the land, its conservation values, and the likelihood that a successful transaction would occur. Grant funding for a subsequent easement would include the up-front cost of the appraisal, which would then be repaid to the revolving fund for future appraisals.

Upon transfer of $30,000 from the Altamont Open Space Fund to the City of Livermore, the City will transmit the funds to ACRCD. ACRCD will at that time become fully responsible for the fiscal management of the funding for the purpose of operating the Revolving Fund. Note that (1) the $30,000 for the Revolving Fund is a portion of the overall $56,000 award from the Altamont Open Space Fund, and (2) the City will retain the remaining $26,000 for ACRCD to invoice against for staff time, subcontractor effort, and direct costs.

TASKS

- Revolving Fund: ACRCD will establish and manage as a separate line of funding, a $30,000 revolving fund for the purpose of paying for approved appraisal costs. ACRCD will pay for land appraisal fees within the ALOSC service area and for landowners who have been determined to be serious in their pursuit of a permanent conservation easement from the revolving fund.
- Qualified Requests: CRT or an alternative collaborating land trust will work with landowners to determine whether they qualify to request appraisal financial support from the revolving fund. Land trusts will guard against speculative appraisals being commissioned by landowners.
- Revolve: ACRCD and CRT will ensure that grant funding requested by or on behalf of landowners for subsequent conservation easements includes an amount equal to that property's independent professional appraisal fee to reimburse the revolving fund.

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DELIVERABLES

- ✓ Availability of $30,000 easement appraisal revolving fund estimated to pay up to three separate appraisals before requiring replenishment from prospective funding awards
- ✓ Subsequent requests to the ALOSC for funding to support permanent conservation easements (amount TBD)

Timeline

Easement Education Workshops and Webinar efforts are anticipated to be completed no later than April 2025. The Easement Appraisal Revolving Fund will be established in 2024 and is designed to make funding available for an indeterminate length of time to maximize its benefits.

Cost estimate

Easement Education Workshops and Webinar	**Breakdown**	**Totals**
84 staff administration hours at $103.57 per hour†	$ 8,700.00	
California Rangeland Trust	$11,000.00	
Printing & Postage	$ 1,000.00	
Speaker Fees	$ 500.00	
Venue Fees, rentals (e.g., chairs)	$ 1,000.00	
Lunch/refreshments	$ 2,000.00	
Webinar Fees	$ 500.00	
	$24,700.00	**$24,700**
Easement Appraisal Revolving Fund		
10 staff administration hours at $130.00 per hour†	$ 1,300.00	
Revolving Fund (administered by ACRCD)	$30,000.00	
	$31,300.00	**$31,300**
		$56,000

†Average weighted rate based on planned mix of staff hours

Billing Rates

Personnel Category	**Name**	**Hourly Rate (Year 1)**
ACRCD		
Interim CEO	Marilyn Harvey	$137.50

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Resource Conservationist 4	Ian Howell	$123.61
Resource Conservationist 1	Allison Rodacker	$80.18
Project Assistant	Margaret Moody	$70.54
Restoration Intern 1/2	TBD	$51.82

Billing rates documented herein are effective 7/1/2024 to 6/30/2025. A revised billing rate table will be provided annually, as needed.

Contacts

PROJECT REPRESENTATIVE:	FINANCIAL REPRESENTATIVE & SIGNATORY:
Ian Howell	Marilyn Harvey
Senior Project Manager	*Interim Chief Executive Officer*
(925) 453-3858	(925) 453-3863
ian.howell@acrcd.org	marilyn.harvey@acrcd.org
3585 Greenville Road, Suite 2 Livermore, CA 94550	

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND FUNDS FOR THE ALAMEDA COUNTY RESOURCES CONSERVATION DISTRICT AND CALIFORNIA RANGELAND TRUST GRANT REQUEST IN THE AMOUNT OF $56,000 TO CONDUCT AN OUTREACH PROGRAM TO EDUCATE ALAMEDA COUNTY RANCHERS ABOUT PERMANENT CONSERVATION EASEMENTS. THE GRANT ALSO INCLUDES MONIES FOR A REVOLVING FUND TO COVER UPFRONT APPRAISAL COSTS

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the lawsuit parties (Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easement. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members as follows: one member appointed by Alameda County, one member appointed by the City of Livermore, one member appointed by the City of Pleasanton, and one member appointed by the Sierra Club ("Open Space Committee").

The Settlement Agreement establishes criteria that limit the use of the funds in the Open Space Account to open space acquisition including properties having significant value for preservation of native biological diversity and/or wildlife, and properties having significant value for visual character, and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the funds, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds, and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County,

and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On May 17, 2024, the Open Space Committee considered the Alameda County Conservation District (District) and California Rangeland Trust's request for a grant in the amount of $56,000.

The District's role is to serve as the fiscal and project lead entity. The District is responsible for contract coordination with the City of Livermore and will directly manage the Easement Appraisal Revolving Fund. The District will support workshop planning and execution to help fund an outreach program to generate future grant proposals for the Altamont Open Space Fund by educating ranchers and other rural landowners about the value of placing perpetual conservation easements on their properties. The grant request also includes a request for a revolving fund to help landowners cover up-front appraisal costs associated with assessing the value of a conservation easement.

The California Rangeland Trust will serve as the subject experts in the easement education workshops and webinar. They will operate as a sub-awardee/subcontractor on the project under the District. California Rangeland Trust will evaluate prospective conservation easement deals and the viability of requests to leverage the Easement Appraisal Revolving Fund.

On October 1, 2024, a Professional Services Agreement (Agreement) was executed by the District. The City's role is to administer the Agreement and to serve as the Open Space Committee's administrative agent. The City will transfer funding awarded from the Open Space Account to the Alameda County Resource Conservation District for: (1) consultant services, on an invoice payment basis; and (2) the one-time transmittal of funds to the District for the revolving fund.

The Open Space Committee recommended expending $56,000 from the Open Space Account for a grant to the Alameda County Resource Conservation District and the California Rangeland Trust for funding of the outreach program and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

If approved, the expenditure would be awarded though a grant agreement to the Alameda County Resources Conservation District for the outreach and revolving fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that based upon its own independent review of the entire record, it hereby determines that the Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the funding of the outreach program and revolving fund for appraisal costs, is not a project under the California Environmental Quality Control Act (CEQA) and CEQA Guidelines section 15738, because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review

is required.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore, that based upon its own independent review of the entire record, it hereby finds the Open Space Committee's recommendation for the expenditure of $56,000 from the Open Space Account to fund the grant request by the Alameda County Resources Conservation District and California Rangeland Trust to conduct outreach and establish a revolving fund for appraisal costs, is consistent with the Livermore General Plan and the priorities set by the Settlement Agreement and the Open Space Committee.

BE IT FURTHER RESOLVED by the City Council that it hereby accepts the Altamont Landfill Open Space Committee's proposed expenditure of $56,000 from the Altamont Landfill Settlement Agreement Open Space Account and directs staff to place future Altamont Landfill Open Space Committee funding concurrences on the consent calendar consistent with the Alameda County Board of Supervisors' practice.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
Acting City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving an amendment to the City Manager's employment contract.

RECOMMENDED ACTION

The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amendment to the City Manager's employment contract.

SUMMARY

The City Manager's contract stipulates under Section V.A. that the City Council shall conduct an annual performance review of the City Manager and determine any modifications to the terms and conditions of employment including any salary increase, bonus, or other benefit changes.

DISCUSSION

The current City Manager employment contract effective November 20, 2023, indicates the City Council shall review the performance of the City Manager annually and may make modifications to terms and conditions of employment, as deemed appropriate based on performance of duties. As such, the City Council met in Closed Session with the City Manager on October 14, 2024, to discuss her performance evaluation. Prior to that discussion, the City Manager, via memo to the City Council, requested modifications to terms and conditions relevant to her employment contract. At the Closed Session, the City Council discussed the City Manager's request and directed that the draft amendment to the City Manager's employment contract be placed upon this agenda for City Council consideration.

Council approval would amend the current contract dated October 31, 2023, to add the following material changes: provide a compensation adjustment of 5%. In addition, the City Manager's contract provides an annual cost of living adjustment (COLA) provided to the Livermore Managers Group (LMG) which is 2.5% in 2024 bringing the City Manager's annual base salary to $370,656. In addition, the contract provides for an increased contribution of $210 per pay period ($5,460 annually) to the City Manager’s deferred compensation. The contract amendment will be effective November 18, 2024.

FISCAL AND ADMINISTRATIVE IMPACTS

The additional annual net salary and benefits cost $31,320, which will be paid from the General Fund. No additional appropriation is required at this time.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - City Manager Amendment to Employment Contract

Prepared by: Tina Olson
Administrative Services Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE 2024 AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT CONTRACT

On October 31, 2023, the City Council entered an employment contract with City Manager, Marianna Marysheva. Pursuant to the employment contract, the City Council conducted the City Manager's annual performance evaluation on October 14, 2024, and evaluated modifications to terms and conditions of employment presented by the City Manager after the performance evaluation.

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

1. Approves modifications to the terms and conditions of the employment contract for the City Manager, effective November 18, 2024, as described more fully in the 2024 Amendment to the City Manager's Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the 2024 Amendment to the City Manager's Employment Contract.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Amendment to the City Manager's Employment Contract

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2024 AMENDMENT
TO CITY MANAGER EMPLOYMENT CONTRACT

THIS 2024 AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the City of Livermore (“City”), a California municipal corporation, and Marianna Marysheva ("Employee").

RECITALS

The City Council has completed its performance review for the City Manager.

The City and Employee desire to amend the City Manager Employment Contract between them dated October 31, 2023 (“Agreement”). Section IX.(D) of the Agreement requires any modifications to be in writing and signed by the parties.

AGREEMENT

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

1. The following sections of the Agreement are hereby amended to read as follows:

    a. In Subsection (A) *Salary* in Section III Compensation the annual salary is changed from “$344,796” to “$370,656” which includes a 2.5% cost of living adjustment (COLA) provided for in the Agreement and a 5% merit increase.

    b. In Subsection (B) Benefits in Section III Compensation the City contribution into the City deferred compensation program is changed from “$366 per pay period” to “$576 per pay period.”

2. The changes made by this 2024 Amendment shall take effect and apply starting with the pay period commencing November 18, 2024, and until that date the terms and conditions in the Agreement shall continue to control.

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

4. The Amendments are prospective and only apply to services rendered by Employee after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time services were rendered prior to this Amendment.

****

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Agreement to be executed on the date first written above.

EMPLOYEE: **Dated:**

Signed by:
Marianna Marysheva
67FF33A39740458...

10/17/2024 | 6:54 AM PDT

Marianna Marysheva
City Manager

CITY OF LIVERMORE: **Dated:**

John Marchand
Mayor

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
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Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.3**

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving an amendment to the City Attorney's employment contract.

RECOMMENDED ACTION

The Evaluation Subcommittee recommends the City Council adopt a resolution approving an amendment to the City Attorney's employment contract.

SUMMARY

The City Attorney's contract stipulates under Section V.A. that the City Council shall conduct an annual performance review of the City Attorney and determine any modifications to the terms and conditions of employment including any salary increase, bonus, or other benefit changes.

DISCUSSION

The previous City Attorney's employment contract effective November 20, 2023, indicates the City Council shall review the performance of the City Attorney annually and may make modifications to terms and conditions of employment as deemed appropriate based on performance of duties. As such, the City Council met in Closed Session with the City Attorney on October 14, 2024, to discuss his performance evaluation. Prior to that discussion, the City Attorney, via memo to the City Council, requested modifications to terms and conditions relevant to his employment contract. At the Closed Session, the City Council discussed the City Attorney's request and directed that the draft amendment to the City Attorney's employment contract be placed upon this agenda for City Council consideration. Council approval would amend the current contract dated October 31, 2023, to reflect the following material changes; (1) provide a compensation adjustment of 2.5% bringing the City Attorney's annual base salary to $315,270 and, (2) increase the City’s contribution by $77 bi-weekly from $515 to $592 into a City deferred compensation program. The financial terms of the new contract will be effective November 18, 2024.

FISCAL AND ADMINISTRATIVE IMPACTS

The additional net annual salary and benefits of approximately $9,702 will be paid from the General

Fund. No additional appropriation is required at this time.

COMMUNITY PILLAR

5: A City that Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution
2. Exhibit A - City Attorney Amendment to Employment Contract

Prepared by: Tina Olson
Administrative Services Director

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE AMENDMENT TO THE CITY ATTORNEY'S EMPLOYMENT CONTRACT

On October 20, 2023, the City Council entered an employment contract with City Attorney, Jason Alcala. Pursuant to the employment contract, the City Council conducted the City Attorney's annual performance evaluation on October 14, 2024, and evaluated modifications to terms and conditions of employment presented by the City Attorney after the performance evaluation.

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

1. Approves modifications to the terms and conditions of the employment contract for the City Attorney, effective November 18, 2024, as described more fully in the 2024 Amendment to the City Attorney's Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the 2024 Amendment to the City Attorney's Employment Contract.

On motion of Council Member_____, seconded by Council Member _____the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti,
Assistant City Attorney

Exhibit A – Amendment to City Attorney's Employment Contract

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2024 AMENDMENT
TO CITY ATTORNEY EMPLOYMENT CONTRACT

THIS 2024 AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the City of Livermore (“City”), a California municipal corporation, and Jason R. Alcala ("Employee").

RECITALS

The City Council has completed its performance review for the City Attorney.

The City and Employee desire to amend the City Attorney Employment Contract between them dated October 31, 2023 (“Agreement”). Section IX (D) of the Agreement requires any modifications to be in writing and signed by the parties.

AGREEMENT

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

1. The following sections of the Agreement are hereby amended to read as follows:

    a. In Subsection (A) *Salary* in Section III *Compensation* the annual salary is changed from “$307,580” to $315,269.”

    b. “City contribution of $469.00 per pay period (bi-weekly) into a City deferred compensation program to the extent that such contribution is matched by Employee’s contribution. This contribution is in addition to the City’s contribution of $123.00 per pay period (bi-weekly) into a City deferred compensation program provided to City Department Heads to the extent that the Employee contributes $75.00 per pay period (bi-weekly). The total City deferred compensation contribution would equal $592.00 per pay period (bi-weekly) and the total Employee deferred compensation contribution would equal to $544 per pay period (bi-weekly).”

2. The changes made by this 2024 Amendment shall take effect and apply starting with the pay period commencing November 18, 2024, and until that date the terms and conditions in the Agreement shall continue to control.

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

4. The Amendments are prospective and only apply to services rendered by Employee after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time services

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were rendered prior to this Amendment.

****

SIGNATURES ON THE NEXT PAGE

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have caused this Agreement to be executed on the date first written above.

EMPLOYEE: **Dated:**

Signed by:
Jason Alcala
6666D2D1A884431...

10/17/2024 | 4:11 PM PDT

Jason R. Alcala
City Attorney

CITY OF LIVERMORE: **Dated:**

John Marchand
Mayor

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
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Tara Mazzanti
Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: October 28, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

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

3.1	Confirm Advisory Body appointments to the Airport Commission, Beautification Committee, and the Commission for the Arts, and direct the City Clerk to administer the oath of office. Material: PowerPoint Presentation
3.2	Livermore Human Services Commission Annual Update presented by Tracy Nakamura, Chair, Livermore Human Services Commission. Material: PowerPoint Presentation
3.3	Presentation of the 2024 Helen Putnam Award for Excellence in Intergovernmental Collaboration, presented by the League of California Cities East Bay Division Representative Sam Caygill. Material: PowerPoint Presentation
3.4	Presentation of the 2024 Beacon Spotlight Award for Sustainability Best Practices, presented by the League of California Cities East Bay Division Representative Sam Caygill. Material: PowerPoint Presentation
6.1	Hearing to consider the Housing and Human Services needs and Housing and Human Services Grant Priorities for Fiscal Years 2025-27. Material: PowerPoint Presentation

7.1	Resolution accepting the Altamont Landfill Open Space Committee's recommendation to expend funds from the Open Space Account for a grant in the amount of $56,000 to allow the Alameda County Resources Conservation District and the California Rangeland Trust to conduct an outreach program to educate Alameda County ranchers about permanent conservation easements. The grant also includes monies to establish a revolving fund to help landowners cover up-front appraisal costs. Material: PowerPoint Presentation, Supplemental Memo and Revised Resolution
7.2	Resolution approving an amendment to the City Manager's employment contract. Material: PowerPoint Presentation
7.3	Resolution approving an amendment to the City Attorney's employment contract. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



Confirmation of Advisory Body Appointments

October 28, 2024
Presented by Debbie Elam, City Clerk

CITY OF LIVERMORE CALIFORNIA

1

Airport Commission 3 Vacancies (One Pilot)
Reappointment to regular terms ending November 1, 2028.

- Christopher Dombrowski (Pilot)
- Jon Lavine
- Victoria Schellenberger

Beautification Committee 1 Vacancy
Appointment to an unexpired term ending June 1, 2025, and a regular term ending June 1, 2029.

- John Stein

Commission for the Arts 5 Vacancies
Reappointment to regular terms ending January 1, 2029

- Laurence Milder
- Natalia Custodio
- Thomasin Dewhurst

Appointment to regular terms ending January 1, 2029

- Cynthia Mccahon
- Tracy Sahn

CITY OF LIVERMORE CALIFORNIA

2



Human Services Commission

Annual Update

October 28, 2024

Presented by Chairperson Tracy Nakamura

LIVERMORE CALIFORNIA

1

Duties and Responsibilities

1. Serve as the primary advisory body to the City Council on social conditions in the community, particularly for those residents who are of low and moderate income.

2. Advise the City Council of social needs within the community that will affect the delivery of human services and unaddressed needs.

3. Advise the City Council regarding expenditure of funding from the US Department of Housing and Urban Development (HUD). This will include but is not limited to entitlements received within the Community Development Block Grant (CDBG) Program and the HOME Investment Partnership Program (HOME).

LIVERMORE CALIFORNIA

2

Challenges & Opportunities

1) **CDBG & HOME Funding**
   - Unpredictability of CDBG & HOME funding to Local Government
   - Non indication of future HUD allocation formula reduction
   - Only 15% of the annual allocation can be used for Public Services.

2) **Funding and Community Engagement Opportunities**
   - Engage our federal, state, and county partners to advocate for additional resources
   - Continue public outreach to determine Human Services priorities and goals

LIVERMORE CALIFORNIA

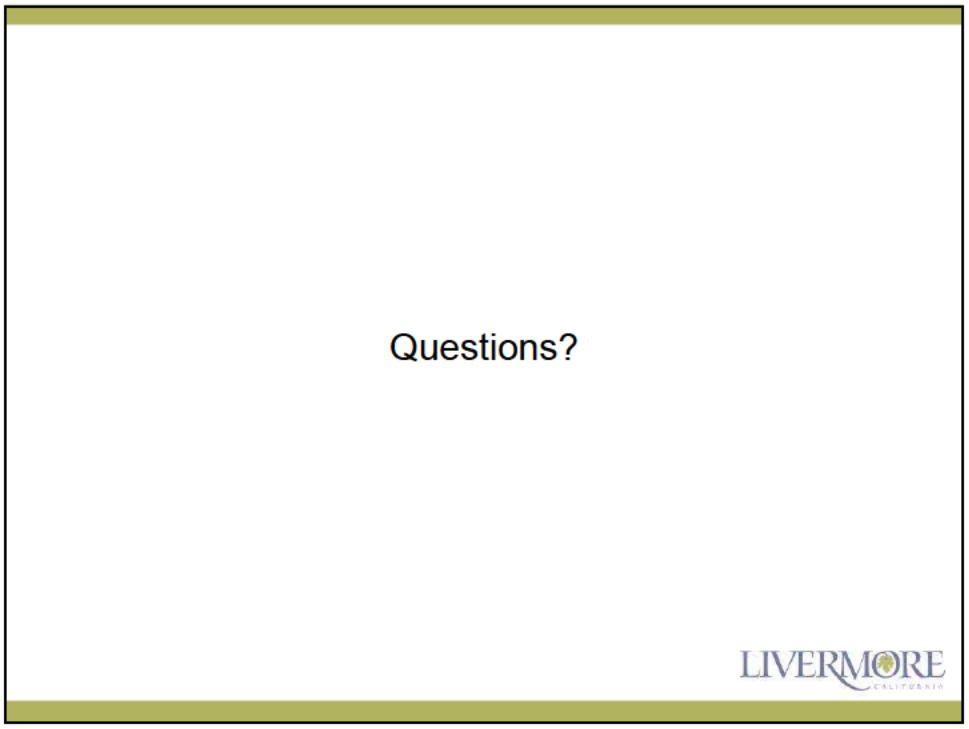
3

Human Services Commission Highlights

- The Commission heard 26 presentations from 19 agencies
- Commissioners reviewed and scored 26 grant applications
- Recommended funding for 13 projects from 9 agencies totaling $918,191
- Engaged the community and service providers to solicit feedback on the current grant priorities
- Hosted several of our non-profit partners and Officers to discuss current service trends
- Livermore will host a Joint Human Services Commission Meeting on November 12 to discuss potential regional projects related to the Eastern Alameda County Human Services Needs Assessment

LIVERMORE CALIFORNIA

4



5



Helen Putnam Award for Excellence
Intergovernmental Collaboration

October 28, 2024

CITY OF LIVERMORE CALIFORNIA

1

2024 Helen Putnam Award for Excellence

Intergovernmental Collaboration

- **Recognizes**: Mental health services for youth and families through Horizons Family Counseling in collaboration with the Livermore Valley Joint Unified School District
- **Key Services**: Counseling, workshops, crisis intervention, and support groups on school campuses
- **Impact**: Hundreds of students served annually, reducing mental health stigma and fostering youth resilience
- **Model Program**: Highlighted as a replicable example for other cities
- **Presentation**: Awarded by the League of California Cities at the 2024 Annual Conference in Long Beach

CITY OF LIVERMORE CALIFORNIA

2



Beacon Spotlight Award for Sustainability Best Practices

October 28, 2024

CITY OF LIVERMORE CALIFORNIA

1

2024 Beacon Spotlight Award

Sustainability Best Practices

- Recognizes voluntary action by local governments to address climate change, promote energy innovation, and create more sustainable communities
- The City received the Silver Level and Gold Level awards from this program in 2013 and 2017, respectively
- This year the City is recognized at the Platinum Level for recent initiatives including updating the Climate Action Plan, creating a full-time sustainability staff position, and establishing new programs for all-electric buildings and EV charging
- Awarded by the Institute for Local Government (ILG) at the League of California Cities 2024 Annual Conference in Long Beach

CITY OF LIVERMORE CALIFORNIA

2



Housing and Human Services Grant Program Priorities Fiscal Years (FY) 2025-27

Public Hearing

October 28, 2024

Presented by Amy Walker, Management Analyst I

LIVERMORE CALIFORNIA

1

Needs Outreach

- The FY 2025-2027 Grant Priorities were influenced by :
  - Community Input
  - 2024 Eastern Alameda County Human Services Needs Assessment Outreach
  - Non-Profit Providers Input



LIVERMORE CALIFORNIA

2

Homeless Roundtable Working Groups

1. Universal Basic Income
2. Mental Health and Substance Use Treatment
3. Collaboration and Outreach Efforts
4. Alternatives to Affordable Housing

LIVERMORE CALIFORNIA

3

Updates to the Housing and Human Services Grant Program

- Implementing a two-year grant program (FYs 2025/26 and 2026/27)
- Joint Housing and Human Services Grant Application with the Cities of Dublin and Pleasanton
- Two Council-approved developments committed $1,800,000 to the Social Opportunity Endowment (SOE) Fund
- Community Development Department staff exploring new State Senate District 7 – Accessory Dwelling Units (ADU) Accelerator Program

LIVERMORE CALIFORNIA

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Housing and Human Services Grant Priorities for FY 2025-27

1. Housing Services

- Affordable housing units for low-income families, people experiencing homelessness, people with disabilities and seniors
- Rental assistance
- Housing services to keep low-income families, people with disabilities and seniors housed

2. Homeless Services

- Emergency shelter and temporary/transitional housing
- Basic needs such as food services, showers/restrooms and storage
- Employment services
- Supportive services such as service navigation and counseling

LIVERMORE CALIFORNIA

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Housing and Human Services Grant Priorities for FY 2025-27

3. Health Care Services

- Navigation of mental health services and substance use programs for low-income people, people experiencing homelessness, youth and seniors
- Support services for people with disabilities, seniors, low-income families and survivors of domestic violence
- Medical and dental services

4. Service Provision, Awareness and Navigation

- Food security
- Access critical safety net services for non-English speakers, people with disabilities, seniors, low-income families and youth
- Access to and navigation of social services and government-sponsored programs
- Transportation services
- Access to programs that promote and support economic stability

LIVERMORE CALIFORNIA

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Recommendation

The Human Services Commission and staff recommend the City Council:

- Adopts a Resolution approving the Housing and Human Services Grant Priorities for FY 2025-27

LIVERMORE CALIFORNIA

7



Funding Concurrence for Expenditure from the Altamont Landfill Open Space Account

Livermore City Council

October 28, 2024

Jennifer Ackerman, Associate Planner

LIVERMORE CALIFORNIA

1

The Grant Request

The requested funds from the Altamont Landfill Open Space Account will be used for:

Easement Education Workshops and Webinar

- Two Conservation Easement Education Workshops and Webinar in Sunol and Livermore. Ranchers and landowners would attend the workshops.

Easement Appraisal Revolving Fund

- Availability of $30,000 easement appraisal revolving fund estimated to pay up to three separate appraisals before requiring replenishment from prospective funding awards.

LIVERMORE

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Roles and Responsibilities

- **The Alameda County Resources Conservation District (ACRCD)** will serve as the fiscal and project lead.
- **The California Rangeland Trust (CRT)** will serve as the subject experts in the easement education workshops and webinar.
- **The City of Livermore** will serve as the Altamont Landfill Open Space Committee's (ALOSC) administrative agent.

LIVERMORE

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Recommendation

Staff recommends the City Council adopt a resolution to:

1. Find the ALOSC recommendation for the expenditure of $56,000 to fund the grant request by the Alameda County Resources Conservation District and California Rangeland Trust for outreach and revolving fund is consistent with the Livermore General Plan
2. Determine that the expenditure of Open Space Account funds for the funding of the outreach program and revolving fund for appraisal costs is not a project under the California Environmental Quality Act (CEQA).

LIVERMORE

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CITY OF LIVERMORE CALIFORNIA

INTEROFFICE MEMORANDUM

Date: October 28, 2024

To: Honorable Mayor Marchand and City Council

From: Brent Smith, Community Development Director
Jennifer Ackerman, Associate Planner, Planning Division

Subject: Item 7.1 – Resolution accepting the Altamont Landfill Open Space Committee's recommendation to expend funds from the Open Space Account

Please note that the Resolution for item 7.1 on the October 28, 2024 City Council Agenda has been revised to correct the language on page 2 of 3 that states “California Environmental Quality Control Act” to “California Environmental Quality Act”.

CC:
Stephen Riley, Planning Manager

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND FUNDS FOR THE ALAMEDA COUNTY RESOURCES CONSERVATION DISTRICT AND CALIFORNIA RANGELAND TRUST GRANT REQUEST IN THE AMOUNT OF $56,000 TO CONDUCT AN OUTREACH PROGRAM TO EDUCATE ALAMEDA COUNTY RANCHERS ABOUT PERMANENT CONSERVATION EASEMENTS. THE GRANT ALSO INCLUDES MONIES FOR A REVOLVING FUND TO COVER UPFRONT APPRAISAL COSTS

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the lawsuit parties (Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easement. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members as follows: one member appointed by Alameda County, one member appointed by the City of Livermore, one member appointed by the City of Pleasanton, and one member appointed by the Sierra Club ("Open Space Committee").

The Settlement Agreement establishes criteria that limit the use of the funds in the Open Space Account to open space acquisition including properties having significant value for preservation of native biological diversity and/or wildlife, and properties having significant value for visual character, and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the funds, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds, and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County,

and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On May 17, 2024, the Open Space Committee considered the Alameda County Conservation District (District) and California Rangeland Trust's request for a grant in the amount of $56,000.

The District's role is to serve as the fiscal and project lead entity. The District is responsible for contract coordination with the City of Livermore and will directly manage the Easement Appraisal Revolving Fund. The District will support workshop planning and execution to help fund an outreach program to generate future grant proposals for the Altamont Open Space Fund by educating ranchers and other rural landowners about the value of placing perpetual conservation easements on their properties. The grant request also includes a request for a revolving fund to help landowners cover up-front appraisal costs associated with assessing the value of a conservation easement.

The California Rangeland Trust will serve as the subject experts in the easement education workshops and webinar. They will operate as a sub-awardee/subcontractor on the project under the District. California Rangeland Trust will evaluate prospective conservation easement deals and the viability of requests to leverage the Easement Appraisal Revolving Fund.

On October 1, 2024, a Professional Services Agreement (Agreement) was executed by the District. The City's role is to administer the Agreement and to serve as the Open Space Committee's administrative agent. The City will transfer funding awarded from the Open Space Account to the Alameda County Resource Conservation District for: (1) consultant services, on an invoice payment basis; and (2) the one-time transmittal of funds to the District for the revolving fund.

The Open Space Committee recommended expending $56,000 from the Open Space Account for a grant to the Alameda County Resource Conservation District and the California Rangeland Trust for funding of the outreach program and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

If approved, the expenditure would be awarded though a grant agreement to the Alameda County Resources Conservation District for the outreach and revolving fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that based upon its own independent review of the entire record, it hereby determines that the Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the funding of the outreach program and revolving fund for appraisal costs, is not a project under the California Environmental Quality Act (CEQA) and CEQA Guidelines section 15738, because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore, that based upon its own independent review of the entire record, it hereby finds the Open Space Committee's recommendation for the expenditure of $56,000 from the Open Space Account to fund the grant request by the Alameda County Resources Conservation District and California Rangeland Trust to conduct outreach and establish a revolving fund for appraisal costs, is consistent with the Livermore General Plan and the priorities set by the Settlement Agreement and the Open Space Committee.

BE IT FURTHER RESOLVED by the City Council that it hereby accepts the Altamont Landfill Open Space Committee's proposed expenditure of $56,000 from the Altamont Landfill Settlement Agreement Open Space Account and directs staff to place future Altamont Landfill Open Space Committee funding concurrences on the consent calendar consistent with the Alameda County Board of Supervisors' practice.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 28, 2024, by the following vote:

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

ATTEST:

_____
Deborah L. Elam
Acting City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney



City Manager and City Attorney Contract Amendments

October 28, 2024

Presented by Tina Olson, Administrative Services Director

CITY OF LIVERMORE CALIFORNIA

1

City Manager's Contract Amendment

- City Council conducted a performance evaluation on October 14th
- The Evaluation Subcommittee recommends the following adjustments:
  - ❖ 2.5% COLA
    - ✓ Included in City Manager's Contract and consistent with LMG and Department heads
  - ❖ 5% Merit Increase & $210 per pay period increased deferred compensation contribution
    - ✓ Offsets disadvantage associated with reduced pension benefit as a PEPRA employee

CITY OF LIVERMORE CALIFORNIA

2

City Attorney's Contract Amendment

- City Council conducted a performance evaluation on October 14th
- The Evaluation Subcommittee recommends the following adjustments:
  - ❖ 2.5% COLA
    - ✓ consistent with LMG and Department heads
  - ❖ $77 per pay period increased deferred compensation contribution
    - ✓ maintains total compensation within 5% of comparable cities

CITY OF LIVERMORE CALIFORNIA

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City Manager and Attorney's Contract Amendment

Effective Date:

- Salary and deferred compensation increases - November 18, 2024

CITY OF LIVERMORE CALIFORNIA

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Recommendation

Staff recommends City Council:

1. Adopt resolutions approving amendments to the City Manager and City Attorney's contracts
2. For item 5.13 - adopt a resolution amending the City's Salary Plan to reflect salary increases for the City Manager, City Attorney and the executive team (excluding the Police Chief) and retitling the Systems Administrator classification to Network Engineer

CITY OF LIVERMORE CALIFORNIA

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Questions?

CITY OF LIVERMORE CALIFORNIA

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Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. Board Meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	10/19/2024	City of Livermore	Litter clean-up	Participated in a litter clean-up with students from Livermore High School and other residents.
Mayor Marchand	10/19/2024	Livermore Pride	Festival	Attended the Pride Festival
Mayor Marchand	10/19/2024	Association of Indo Americans	Festival celebrating Dussehra and Diwali	Participated and spoke at the event.
Mayor Marchand	10/21/2024	Tri-Valley Transportation Council	Council meeting	Received updates, approved calendar and allocated $5.1 M to the I580/Vasco interchange for future improvements.
Mayor Marchand	10/22/2024	Sandia National Laboratory	75th Anniversary Celebration	Celebration and opening of time capsule.
Mayor Marchand	10/22/2024	Livermore-Amador Transit Authority (LAVTA) Finance and Administration Committee	Committee meeting	Received updates and approved the Financial reports.
Mayor Marchand	10/23/2024	Chamber of Commerce	Business meeting	Provided City update in the Mayor's Report, approved financials and received updates.
Mayor Marchand	10/23/2024	Valley Link	Joint Powers Authority (JPA) meeting	Approved Final Subsequent EIR and final project approval.
Mayor Marchand	10/23/2024	City of Livermore	Annual Trunk or Treat	Thousands of children in costume descended on City Hall and the Police station and had a wonderful time.
Mayor Marchand	10/24/2024	Alameda County Transportation Commission (ACTC)	Commission Meeting	Approved the Countywide Transportation Plan Policy Blueprint and approved the employment agreement with the interim executive director.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. Board Meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	10/26/2024	Shepherd's Gate	40th Anniversary recognition	Presented a proclamation and recognized that Shepherd's Gate has assisted over 15,000 women and children, many of whom were victims of domestic violence and homeless.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. Board Meeting or ribbon cutting)
Vice Mayor Carling	10/16/2024	League of California Cities	2024 Annual Conference and Expo in Long Beach
Vice Mayor Carling	10/22/2024	Sandia National Laboratory	75th Anniversary Celebration
Vice Mayor Carling	10/23/2024	StopWaste	Board meeting
Vice Mayor Carling	10/24/2024	Tri-Valley Nonprofit Alliance	Anti poverty collaborative
Vice Mayor Carling	10/24/2024	City of Livermore	Key to the City Graduation

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. Board Meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	10/26/2024	City of Livermore	Shepherds Gate 40 year gala	Several hundred attended. Testimonies given by several of the ladies who benefited from services and shelter offered by SG
Council Member Barrientos	10/27/2024	City of Livermore	Attended The Heritage Guild's open house at the Hagemann Ranch	600+ attended the open house. Tours were given. A marionette show offered along with vendors selling hand ma